

**CITY OF NEWTON
PURCHASING DEPARTMENT**

***CONTRACT FOR TREASURY DEPARTMENT
(M.G.L. Chapter 30B)***

**PROJECT MANUAL:
PARKING VIOLATION PROCESS AND COLLECTION SERVICES
*INVITATION FOR BID #11-10***

Bid Opening: September 23, 2010 at 10:30 a.m.

**AUGUST 2010
Setti D. Warren, Mayor**

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

September 21, 2010

ADDENDUM #2

INVITATION FOR BID #11-10

ANNUAL – PARKING VIOLATION PROCESS & COLLECTION SERVICES

THIS ADDENDUM IS TO: **Reschedule Bid Opening Date and Answer the following Questions:**

CHANGE BID OPENING DATE TO: SEPTEMBER 30, 2010 AT 10:30 a.m.

Q1. In the City's IFB #11-10, Page 22, Part 1-Overview, Article 1.3 "Timeframe" it states... "The term of this contract shall extend from October 1, 2010 through September 30, 2013. The City intends to award this contract within sixty business days."

In the "Instructions to Bidders" pg 4 Article 6.1 it states... "The City of Newton will award the contract to the lowest responsive and responsible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids."

Section 3.14 pg 36 of Part 3-Detailed Scope of Services it states "...and the system of any accepted Contractor must be fully operational no later than October 1, 2010."

By our calculations 60 business days would fall no sooner than December 2, 2010 dependent upon City recognized holidays. In addition we feel that the time necessary for the City to properly review responses, as well as review/ negotiate contract terms would make an Oct 1st deadline impractical.

In order to properly install a new system, convert existing data, develop interfaces, perform testing, and in general meet the Bid requirements, we do not believe it reasonable for any vendor (unless they are the incumbent) to meet an October 1st operational requirement.

In light of these conflicting dates can the City make Dec 2nd 2010 the fully operational date and continue on a month to month basis with its existing vendor?

A1. In conjunction with the extension of current coverage on a monthly basis, sufficient time will be available to transfer test data.

Q2. Duncan Solutions, Inc. (Duncan) received the City of Newton's (the City) Invitation for Bid (IFB) #11-10 for Parking Violation Process and Collection Services and has thoroughly reviewed its contents and requirements. As a company that processes nearly seven million parking tickets per year for more than 200 municipalities, we welcome the opportunity participate in this procurement and to demonstrate that we are the service provider best suited to meet the City's needs. However, there is one elements of the IFB that may preclude us from doing so.

Specifically, IFB Section 1.5, Bidder Experience, states the following requirements:

- "...**three years** experience with Commonwealth of Massachusetts Registry of Motor Vehicles in implementing the automated marking and clearing procedures for license - registration non-renewal provisions of MGL Chapter 90 Section 20 A 1/2; and

- **three years** experience with the Commonwealth of Massachusetts Registry of Motor Vehicles in performing automated name and address acquisitions...”

As the City may be aware, we have been providing violation processing and collection services to Springfield, MA for over two years and Somerville, MA for over a year. We do not have three years of experience working the Commonwealth of Massachusetts Registry of Motor Vehicles now and obviously had less experience when those cities entrusted us to be their service provider. However, we offer innovative web-based customer service delivery and other features above and beyond those specified in the City’s IFB that were very appealing to Springfield and Somerville. Accordingly, those municipalities, decided to broaden the overly prescriptive experience-related requirements that typically appear in the IFBs and requests for procurements (RFPs) issued by municipalities in the Commonwealth.

It is interesting to note that the Town of Wellesley, MA issued an RFP for parking violation services on June 9, 2009 with comparable experience-related requirements. We submitted a formal request to Wellesley’s procurement officer to relax the prescriptive experience-related requirements so that we could participate in their procurement. The procurement officer had received seven requests for their RFP document and anticipated receiving several proposals so the requirements were not revised; however, on July 2, 2009, then Wellesley received one proposal and that was from the incumbent service provider.

Our first formal question and/or request for information regarding the IFB is provided below:

We respectfully request that the City relax by revising the aforementioned IFB language as follows:

- three years experience with departments of motor vehicles in implementing automated marking and clearing procedures for license - registration non-renewal; and
- three years experience with departments of motor vehicles in performing automated name and address acquisitions

We may have additional technical questions related to the IFB statement of work; however, if the City does not relax the experience-related requirements, it is unlikely that we will submit a bid so we do not want to burden the City by submitting those questions.

A2. Please see Addendum #1 for Answer.

Q3. How are the credit card transaction fees handled now?

A3. The City does not accept credit card fees at the window. Online credit card payments are subject to a flat fee of \$3.50.

Q4. Are the credit card fees included into current contract pricing?

A4. Any credit card fees are included in the flat fee of \$3.50, paid by the customer.

Q5. What is the Avg. ticket paid?

A5. The average dollar amount of a paid ticket is approximately \$20.00

Q6. What is current collection rate?

A6. The current annual collection rate is approximately 93% per year.

Q7. Would the City consider changing the startup date from October 1st in order to allow a new vendor ample time to implement their systems? If so, would an additional 15 days be acceptable?

A7. Please see Addendum #1 for Answer.

Q8. Can you provide a specific date as to contract award? The Bid document states within 60 days of bid due date which exceeds the October 1st, 2010 startup date requirement.

A8. Please see Addendum #1 for Answer.

Q9. Please provide manufacturer and model of existing handheld ticket writer.

A9. Casio IT3100 M56U

Q10. Will handheld ticket stock and envelopes be available for use by a new vendor if compatible with proposed handheld ticket writers? The timeline to procure customized handheld tickets and envelopes may exceed the start date of Oct 1st, 2010 based on contract award date.

A10. Ticket stock is purchased by the vendor and not available to a new vendor.

Q11. Section VIII Noncompliance and Default paragraph B refers to Contractor's Boston Office. Should the word "Boston" be deleted?

A11. Yes, "Boston" should be deleted.

Q12. Will the City arrange for test data to be turned over to the new vendor in advance of current contract termination date? The timeline to obtain data in advance to perform conversion processing, testing and acceptance is paramount to meeting an October 1st start date.

A12. In conjunction with the extension of current coverage on a monthly basis, sufficient time will be available to transfer test data.

Q13. If yes, please provide a date for receipt of files.

A13. Please see Addendum #1 for Answer.

Q14. Is the vendor responsible for the cost of handhelds; Lost by City personnel? For repairs due to neglect?

A14. Lost handhelds are City of Newton responsibility.

Q15. Page 3, Article 3, Section 3.1: This section states that proposers' submissions should be composed of the Bid form, Qualifications/References form, Resumes, and the bid guarantee. There is no mention of additional information or a narrative; however, language in the Handheld Ticket Writing Devices (HHD) section of the Detailed Scope of Services suggests that a narrative response is required. For example, on page 39, the IFB states: "Additionally, as part of the IFB submission, the vendor must clearly demonstrate and substantiate its hardware, software, existing specifications, and related equipment and service ability and capabilities to avoid a development process during the initial deployment of the HHD." Please clarify what type of submission the City is looking for – a pure bid response or a proposal submission with narrative describing the proposed system, products, and services. If proposal narrative is required, please provide further instructions regarding the format for submission.

A15. The City is seeking a pure bid response.

Q16. Page 25, Part 3.1, Violation Processing: There is no reference to a call center operation provided by the selected vendor to respond to customer telephone inquiries. Please confirm that this service is not a required.

A16. A call center is not required. However, the vendor would be expected to have the capability of directly responding to a customer inquiry regarding an issue with their processing systems.

Q17. Page 25, Part 3.1.3, Violation File Update: How many named City users will need online access to the system? Are they located in multiple facilities and, if so, how many? Do they currently have broadband Internet access?

A17. Presently there are three users in two locations. This is subject to change if Parking is reorganized. They have broadband Internet access.

Q18. Page 29, Part 3.3.1, Generally: In this section of the IFB, the City describes disposition and disputed claims functionality that would be conveyed to the selected vendor via CD, paper forms, electronic data transfer. Does City intend to have their staff use the vendor's online real-time functionality as the preferred method of supporting this Page 2 functionality? Does the paper forms requirement mean that the City wants the vendor to these key-enter paper-based decisions? Please describe the current methods for processing this information with the system now in use by the City. Please provide the data formats that currently are used for either the electronic data transfer or CD creation.

A18. The vendor's online real-time functionality would be the preferred method of supporting this functionality.

Q19. Page 34, Section 3.11, Meter Management System: Please identify which type of single-space meters are in use in Newton. If any multi-space meters are in use, please identify the manufacturer. Is a meter management system currently in use by the City? If so, please provide samples of the screen(s) most used by City staff. Also, because there is no line item for this requirement in the bid form, please provide instructions on how this offering is to be priced.

A19. All meters are POM brand Series II, model APM-E (single space) and APM-2X (two space)

The City plans to convert single space meters in municipal lots to multi-space meters over the next five years. The City advertised a request for quotes to install our first multi-space meter at the Cypress St parking lot in August 2010. The only respondents were Digital and Duncan. The City is currently in the process of determining which of these two firms is the lowest responsible bidder. We anticipate installation of the multi-space meter in Fall 2010.

While POM does provide a meter management software application, it is not currently used by DPW staff.

Q20. Pages 42 and 43, Handheld Ticket Writing Devices (HHDs): There are several references to barcodes in this section. Please specify what type of barcode (HH, 1D, 2D, or others) the City prefers. Additionally, the following IFB text makes several references to the *City's system specifications*: "The software must conform with the *City's system specifications* for the location. The software must conform with the *City's system specifications* for the Parking Enforcement Log-In-Table. The software must conform with the *City's system specifications* for the Meter Number Table." What are those specifications?

A20. Preferred 2D barcode scanning of MA inspection sticker

The traffic engineers stated that the six character alphanumeric field is sufficient for the meter number. Our current meter numbering system is a letter following by up to a 3 digit number, so 6 characters leaves us two spares for future use if needed.

Q21. Page 45, Attachment A: This attachment provides a sample of HHD ticket stock from Newport, RI. Please provide a sample of the ticket stock used by the City of Newton.

A21. Attached

Q22. Page 2 of 45, Invitation to Bid, 7th paragraph: It states "for each year of performance under this contract the successful bidder will be required to furnish a Performance Bond in the amount of 100% of the annual contract value. Can this requirement be replaced with a Corporate Parent Guarantee?

A22. Yes

Q23. The current Pay By Web model is convenience fee based whereas the constituent is charged \$3.50 per ticket transaction. If a new vendor is selected will the City continue to support a convenience fee model?

A23. Yes

Q24. Page 6 (Bid Form), 2nd letter D. Should this state "Resumes of Key Personnel (see page 22, Article 1.4)"?

A24. Yes

Q25. Page 25, Part 3 "Detailed Scope of Services" Article 3.1.1, last sentence, states "The cost for processing voids shall be stated separately as required by the attached pricing schedule."

A25. See Q26

Q26. Is the "pricing schedule" actually the Bid Form, and if so can the City please explain where this requirement is located on the Bid Form?

A26. Since it is absent from the Bid Form, this figure may be submitted via an attachment.

Q27. Page 26 Article 3.2.1. “All payments either will be received at City Hall or mailed to the contractors lockbox, as described hereafter.” Does the City also want the vendor to provide violators with online payment capabilities as stated in Article 3.2.5.A?

A27. Yes

Q28. If the current vendor is selected will the City require a new hardware/handheld refresh?

A28. Yes

Q29. Does the City own the current equipment at the end of the contract or does the current vendor retain ownership?

A29. No, the City does not own the current equipment at the end of the contract.

Q30. Will the City consider a two piece Hand-held solution?

A30. No

Q31. On a scale from 1 to 10 how does the City rate the Casio Hand-held? Is the City satisfied with the devices? Any shortcomings?

A31. Regarding the handheld unit, most parking control officers rated the unit as a 7 or 8 on a 10 point scale. The most productive meter maid rated it a 10. The common complaint was that the screen is hard to read in sunlight.

Q32. Are all the technologies listed in the hand-held section currently in production or in use by the City? (OCR, bar-coding, RFID, and radio frequency transmission of data, etc)

A32. Technologies in use: Barcode reading, image capture and tickets printing a barcode which can be scanned in the office. Wireless data transfer of ticket data could be made available to the city but is not currently in use.

Q33. Of what material are the current hand-held parking tickets? Is the City using polymer paper or water resistant paper?

A33. Water resistant ticket stock, poly thermal paper.

Q34. As per Article 2.2 (page 3 of 45). In anticipation of vendor questions being submitted up until 7 calendar days prior to bid opening, and in order to allow the City enough time to respond and provide answers to vendors, can the City extend the bid opening 1 (one) week to allow proper time for vendors to evaluate and revise their bids? (Monday the 6th is also a holiday).

A34. Please see Addendum #1 for Answer.

Q35. For fiscal year 2010 how many tickets/plates were paid via the pay- by- web application?

A35. 8184

Q36. The City is requiring the awarded vendor have the new system live (with converted data) by October 1, 2010. Responses are due September 9. If a contract is awarded on September 9, the new vendor will have 16 business days to configure and convert data from Complus. The implementation timeline is a little unrealistic. Will the City considered a later go-live date?

A36. Please see Addendum #1 for Answer.

Q37. Page 34, 3.12 Equipment Supplies and Materials

a. Would the City be interested in a browser based application? (This would allow the City to access the parking citation application from Microsoft Internet Explorer 8 and not a specific workstation.)

b. If a browser based application is acceptable, is the vendor still required to provide terminals? A browser based application will allow the City to use terminals that are approved by the City and fit within the City's IT infrastructure.

c. If a browser based application is acceptable, is the vendor still required to provide printers? There is an assumption the City can acquire printers at a lower cost with a City or State contract.

A37-a. Yes

A37-b. No

A38-c. No

Q38. Page 40, Equipment Requirements and Pricing

a. The City requests a HHD per ticket cost. The bid form on page 6, asks for a per unit price for handhelds. Can the City provide clarification on the preferred pricing model?

A38. Having both figures readily available would be beneficial to the City.

Q39. Page 45, Attachment A, Can the City confirm the layout of the ticket is what was approved? There is some confusion since the Ticket provided is from City of Newport, RI.

A39. Per Q21, a copy of a Newton ticket with the approved layout is attached.

Q40. What application does the City use today for managing permits? Would the City be interested in having one system to manage citations and permits?

A40. Current vendor has permit program on FASTTRACK software.

Q41. What application does the City use today for maintenance requests? Would the City be interested in having one system to manage citations, permits and maintenance requests?

A41. Current vendor has maintenance program.

Q42. Who is the current vendor? **Complus**

a. What are their fees?

b. Are any fees being passed through to the city?

c. How long have they been providing the services?

A42-a. Any fees are included in the contractual amounts.

A42-b. All services are covered by the existing contract.

A42-c. 9 years

Q43. What is the average ticket value?

A43. See Question 5

Q44. What is the ticket value increase and what are the number of days from issuance this is added?

A44. \$10 after 21 days

\$ 5 after 60 days

\$20 RMV marking fee after 90 days

Q45. How many citations are written to out of state plates each year or month?

A45. Approximately 9,000 per year

Q46. Do you currently get owner information for all out-of-state plates?

A46. Yes

Q47. Page 23, Section 1.5, please describe the existing on-line abandoned vehicle management and on-line tow system the city has in place.

A47. Current vendor has tow program on FASTTRACK software. Talk to PD regarding abandoned vehicles.

Q48. Page 23, Section 1.6, in lieu of a performance bond would the city accept a letter of credit. It is uncommon for software vendors to supply performance bonds.

A48. Yes

Q49. How many citations are manually issued each month?

A49. Approximately 7,900

Q50. Approximately how many citations are paid online each month?

A50. 400 citations paid online monthly

Q51. How many first and second notices are sent for parking tickets each month? Please break down the number by first and second notices.

A51. Approximately 2,900 first and 1,100 second notices are sent monthly.

Q52. How many registry notifications are sent each month?

A52. 7500 RMV marks annually

Q53. How many out-of-state notification are sent each month and to which state?

A53. Over 400. All states included

Q54. How many abandoned vehicles are found each month?

A54. Approximately 8-10 per month per traffic division.

Q55. What is the city's off the windshield rate for parking tickets?

A55. The traffic division does not know.

Q56. What is the city's collection rate for each letter?

A56. City's collection rate is 93%.

Q57. What is the city's overall collection rate for parking tickets?

A57. See Q6

Q58. How many users will require access to the parking management system simultaneously at peak times? (1, 3, 5, 8, 10, 15...)

A58. Currently 2, but possibly more if Parking is reconfigured.

All other terms and conditions of this bid remain unchanged.

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM.

Thank you.



Rositha Durham
Chief Procurement Officer

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

September 3, 2010

ADDENDUM #1

INVITATION FOR BID #11-10

PARKING VIOLATION PROCESS AND COLLECTION SERVICES

THIS ADDENDUM IS TO: (1) **CHANGE the Date for the Bid Opening to allow for additional information for Addendum #2 to be processed.**

THE BID OPENING DATE IS NOW: SEPTEMBER 23, 2010 AT 10:30 a.m.

(2) In the Invitation for Bid, Section 1.5 Bidder Experience should read as follows:

It should be recognized that parking violation processing is an extremely sensitive area of public contact for a municipality. The City wishes to perpetuate the Court's reputation for protecting the rights of individuals while at the same time supporting management approaches for developing a valuable revenue source. The City will not award a contract except to a responsible and responsive bidder that has documented successful experience in accordance with the following requirements and amounts:

- three years operating, for municipalities, an on-line parking ticket processing system substantially similar to the system out-lined in this Invitation For Bid; and
- three years operating an on-line parking ticket processing system substantially similar to the system for municipalities which issue at least 50,000 tickets annually; and for a minimum of three consecutive years; and
- **one year of experience** with Commonwealth of Massachusetts Registry of Motor Vehicles in implementing the automated marking and clearing procedures for license - registration non-renewal provisions of MGL Chapter 90 Section 20 A 1/2; and
- **one year of experience** with the Commonwealth of Massachusetts Registry of Motor Vehicles in performing automated name and address acquisitions; and
- three years experience with the Registry of Motor Vehicles in Florida, Connecticut, Maine, Rhode Island, New York, New Jersey, Pennsylvania and New Hampshire, in performing automated name and address acquisition; and
- one year experience in providing an on-line abandoned vehicle management system; and
- one year experience providing an on-line tow system; and
- three years with providing and maintaining handheld ticket writers.

Bidders must indicate for each reference the following: date services started, number of jurisdictions accounted for, number of tickets processed annually, dollar value of parking revenues for the last full fiscal year, responsible official, phone number, and available as a reference.

All other terms and conditions of this bid remain unchanged

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM

Thank you.



Rositha Durham

Interim Chief Procurement Officer

CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID #11-10

The City of Newton invites sealed bids from Contractors to:

PARKING VIOLATION PROCESS AND COLLECTION SERVICES

Pre-Bid meeting will be held at: 10:00 a.m., Thursday, September 2, 2010, Newton City Hall, Room 204

Bids will be received until: 10:00 a.m., Thursday, September 9, 2010

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Work under this contract requires: the automated processing and collections of traffic and parking fines and penalties, acquisition of vehicle registrant data from registry of motor vehicle agencies, noticing, computerization of vehicle impoundment and the supply of hand held units.

The contract will be awarded to the responsive and responsible bidder offering the lowest total contract price.

Contract Documents will be available online at the City's website: www.ci.newton.ma.us/bids after: **10:00 a.m., August 19, 2010**. Bidders are responsible for downloading the specifications from the City's web site at www.ci.newton.ma.us/bids. Bidders are requested to email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. 11-10) they have downloaded.

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the total contract price. Bid deposit, payable to the City of Newton, shall be either in the form of a bid bond, cash, a certified check, or a treasurer's or cashier's check issued by, a responsible bank or trust company.

For each year of performance under this contract the successful bidder will be required to furnish a **Performance Bond in the amount of 100%** of the annual contract value.

The term of this contract is for three years and shall extend from October 1, 2010 through September 30, 2013. It is understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

The City is looking for a fixed fee for the length of the contract. All bids are subject to the provisions of M.G.L. Chapter 30B. Award will be made to the bidder deemed responsible and responsive based on the lowest total contract price.

All bids must be submitted with one ORIGINAL and one COPY. All prices shall be FOB Delivered Newton, MA.

All City of Newton bids are only available on the City's web site, www.ci.newton.ma.us/bids. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, email purchasing@newtonma.gov or fax Purchasing at 617-796-1227 with your NAME, ADDRESS, PHONE, FAX AND INVITATION FOR BID NUMBER.

The City of Newton's Purchasing Dept. converted to an email notification system for all upcoming public bids effective July 1, 2009. If you wish to receive notification of bids, please email us your company information to purchasing@newtonma.gov otherwise you may view and download all City of Newton public bids online at www.ci.newton.ma.us/bids.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids, in whole or in part, if it be in the public interest to do so.

CITY OF NEWTON
Maureen Lemieux
Interim Chief Procurement Officer
August 19, 2010

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
- 1.2 The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
- 1.3 The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.4 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the Chief Procurement Officer, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received seven (7) calendar days before the date for receipt of the bids.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having downloaded a set of Contract Documents. Addenda will also be posted on the City's website at www.ci.newton.ma.us/bids. Any bidder downloading the IFB and any plans for a City bid shall email their company's information along with the IFB # and Project Title that they downloaded. You will then be added to the bidder's list and email distribution list.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.ci.newton.ma.us/bids.
- 2.6 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax and **INVITATION FOR BID NUMBER #11-10**

ARTICLE 3 - PREPARATION AND SUBMISSION OF BIDS

- 3.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 3.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 3.3 Any quantities indicated on the Bid Form or elsewhere in the Project Manual or Drawings are estimates only and are given solely as a basis for the comparison of bids. The City does not by implication or otherwise guarantee them to be even approximately correct. The Contractor shall have no claim for additional compensation, or refuse to do the work called for, by reason of the actual quantities involved being greater or lesser by any amount than those called for in the proposal.
- 3.4 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 3.5 All proposals which contain abnormally high prices, or abnormally low prices, for any class of work, or those which contain unbalanced bidding in any form or manner may be rejected as informal.

- 3.6 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.

Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.

- 3.7 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:

* GENERAL BID FOR:

* NAME OF PROJECT AND INVITATION NUMBER

* BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER

- 3.8 Date and time for receipt of bids is set forth in the Invitation for Bids.

- 3.9 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.

ARTICLE 4 - ALTERNATES

- 4.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.

- 4.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.

- 4.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.

- 4.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 5 - WITHDRAWAL OF BIDS

- 5.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.

- 5.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.

- 5.3 No bids shall be withdrawn for sixty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 6 - CONTRACT AWARD

- 6.1 The City of Newton will award the contract to the lowest responsive and responsible Bidder within sixty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.

- 6.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.

- 6.3 As used herein, the term "lowest responsive and responsible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders whose bid conforms in all respects to the Invitation for Bids and who has the capability to perform fully the contract requirements, and the integrity and reliability which assures good faith performance; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.

- 6.4 It is the purpose of the City not to award this contract to any bidder who does not furnish evidence satisfactory to the Chief Procurement Officer that he has the ability and experience in this class of work and that he has sufficient capital and plant to enable him to prosecute the same successfully and to complete it within the specified time and that he will complete it in accordance with the terms thereof.
- 6.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 6.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 7 - TAXES

- 7.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 7.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

**CITY OF NEWTON
DEPARTMENT OF PURCHASING
BID FORM #11-10**

- A. The undersigned proposes to supply and deliver the materials and/or equipment and/or supplies specified below in full accordance with the Contract Documents and Project Manual supplied by the City of Newton entitled:

Parking Violation Process and Collection Services

for the contract price(s) specified below, subject to additions and deduction according to the terms of the specifications.

- B. This bid includes addenda number(s) _____, _____, _____, _____,

- C. The Bidder proposes to supply and deliver the services specified at the following price(s):

	<u>Item Description</u>	<u>Unit Price</u>	<u>Items Per Year</u>	<u>Total Cost</u>
A.	Parking Violations			
	Tickets Issued - Handheld	\$ _____	95,000	\$ _____
	Tickets Issued - Non-handheld	\$ _____	17,000	\$ _____
	First Notice	\$ _____	35,000	\$ _____
	Second Notice	\$ _____	14,000	\$ _____
	Ticket Payments	\$ _____	90,000	\$ _____
	Notice Payments	\$ _____	30,000	\$ _____
	Registry Notification	\$ _____	10,000	\$ _____
	Out of State Notification	\$ _____	3,600	\$ _____
	Non-renewal clears	\$ _____	4,000	\$ _____
			Sub-Total Part A \$ _____	
B.	Abandoned Vehicles			
	Post Record	\$ _____	100	\$ _____
	Notice	\$ _____	100	\$ _____
	Fine Payment	\$ _____	100	\$ _____
			Sub-Total Part B \$ _____	
C.	Correspondence	\$ _____	5,000	\$ _____
D.	Hand Helds	\$ _____	13	\$ _____
			TOTAL ANNUAL COST (A, B, C & D) =	\$ _____
			X 3 YEARS =	\$ _____

COMPANY: _____

D. The undersigned has completed and submits herewith the following documents:

- ☐ Bidder's Qualification Form and References, 2 pages
- ☐ Original bid and one COPY
- ☐ A five percent (5%) bid deposit/bid guarantee
- ☐ Resumes of Key Personnel (see page 24, Article 1.4)

E. The undersigned agrees that, if selected as contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this bid. The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to M.G.L. Chapter 30B.

The undersigned further certifies under the penalties of perjury that this bid has been made and submitted in good faith and without collusion or fraud with any other person. As used in this section the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other organization, entity, or group of individuals. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone & FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
- * 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? ____ YES ____ NO

TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____)_____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

**CITY OF NEWTON, MASSACHUSETTS
PURCHASING DEPARTMENT
GENERAL TERMS AND CONDITIONS**

1. The right is reserved to reject any and all bids, to waive informalities, and to make award as may be determined to be in the best interest of the City of Newton.
2. Prices quoted must include delivery to the City, as specified on the Work Order.
3. No charges will be allowed for packing, crating, freight, Express or cartage unless specifically stated and included in the bid.
4. The award to the successful bidder may be canceled if successful bidder shall fail to prosecute the work with promptness and diligence.
5. Time in connection with discount offered will be computed from the date of delivery to the City, as specified on purchase order, or from date correct invoice is received by the City, if the latter date is later than the date of delivery.
6. The successful bidder shall replace, repair or make good, without cost to the City, any defects or faults arising within one (1) year after date of acceptance of articles furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by the SELLOR.
7. The SELLOR shall indemnify and save harmless the City and all persons acting for on behalf of it from all suits and claims against them, or any of them, arising from or occasioned by the use of any material, equipment or apparatus, or any part thereof, which infringes or is alleged to infringe on any patent rights. In case such material, equipment or apparatus, or any part thereof, in any such suit is held to constitute infringement, the SELLOR, within a reasonable time, will at its expense, and as the City may elect, replace such material, equipment or apparatus with non-infringing material, equipment or apparatus, or remove the material, equipment or apparatus, and refund the sums paid therefor.
8. The successful bidder shall comply with all applicable Federal State and Local laws and regulations.
9. Purchases made by the City are exempt from Federal excise taxes and bid prices must exclude any such taxes. Tax exemption certificates will be furnished upon request.
10. If so stated in the INVITATION FOR BID the successful bidder will be required to furnish a performance and/or a labor and material payment bond, in an amount, in a form and with a surety satisfactory to the City. The bidder shall be responsible for the cost of the bond(s).
11. If the Invitation for Bids requires bid surety, this surety shall be in the form of a cash, bid bond, cashier's check, treasurer's check, or certified check on a responsible bank, payable to the City of Newton, and must be filed with the original bid in the Office of the Purchasing Agent. Failure to do so will lead to rejection of bid. The bid surety will be returned to the successful bidder within seven (7) days execution of awarded, and approval by the City of performance and/or payment bond(s). In case of default, the bid surety shall be forfeited to the City.
12. Verbal orders are not binding on the City and deliveries made or work done without formal Purchase Order or Contract are at the risk of the SELLOR or Contractor and may result in an unenforceable claim.
13. The SELLOR shall agree to indemnify, defend and hold the City harmless from any and all claims arising out of the performance of this contract.
14. "Equality - An item equal to that named or described in the specifications of the contract may be furnished by the Vendor and the naming of any commercial name, trademark or other identification shall not be construed to exclude any item or manufacturer not mentioned by name or as limiting competition but shall establish a standard of equality only. An item shall be considered equal to the item so named or described if (1) it is at least equal in quality, durability, appearance, strength and design; (2) it will perform at least equally the function imposed by the general design for the work being contracted for or the material being purchased; and (3) it conforms substantially, even with deviations, to the detailed requirements for the item in the specifications. The name and identification of all materials other than the one specifically named shall be submitted to the City in writing for approval, prior to purchase, use or fabrication of such items. Subject to the provisions of M.G.L., Ch. 30, Sec. 39J, approval shall be at the sole discretion of the City, shall be in writing to be effective, and the decision of the City shall be final. The City may require tests of all materials so submitted to establish quality standards at the Vendor's expense. All directions, specifications and recommendations by manufacturers for installation, handling, storing, adjustment and

operation of their equipment shall be complied with; responsibility for proper performance shall continue to rest with the Vendor. For the use of material other than the one specified, the Vendor shall assume the cost of and responsibility for satisfactorily accomplishing all changes in the work as shown. If no manufacturer is named, the Vendor shall submit the product he intends to use for approval of the City. Except as otherwise provided for by the provisions of M.G.L., Ch. 30, Sec. 39J, the Vendor shall not have any right of appeal from the decision of the City condemning any materials furnished if the Vendor fails to obtain the approval for substitution under this clause. If any substitution is more costly, the Vendor shall pay for such costs. Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 is applicable to all City of Newton contracts for materials supplies. A copy of this plan may be obtained from the Purchasing Department.

15. Notice is hereby given that the City of Newton Minority Business Enterprise Plan and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action is applicable to all City of Newton contracts in excess of \$50,000.00. A copy of these plans may be obtained from the Purchasing Department.

16. Right To Know:

Any vendor who receives an order or orders resulting from this invitation agrees to submit a Material Safety Data Sheet (MSDS) for each toxic or hazardous substance or mixture containing such substance, pursuant to M.G.L., Ch. 111F, SS8, 9 and 10 and the regulations contained in 441 CMR SS 21.06 when deliveries are made. The vendor agrees to deliver all containers properly labeled pursuant to M.G.L. Ch. 111F, SS 7 and the regulations contained in 441 CMR SS 21.05. Failure to submit an MSDS and/or label on each container will place the vendor in noncompliance with the purchase order. Failure to furnish MSDSs and/or labels on each container may result in civil or criminal penalties, including bid debarment and action to prevent the vendor from selling said substances or mixtures containing said substances within the Commonwealth. All vendors furnishing substances or mixtures subject to Chapter 111F of the M.G.L. are cautioned to obtain and read the law and rules and regulations referred to above. Copies can be obtained from the State House Book Store, Secretary of State, State House, Room 117, Boston, MA 02133, (617-727-2834) for \$2.00 plus \$.65 postage.

17. INSURANCE REQUIREMENTS

The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

The City shall be named as additional insureds on the Contractor's Liability Policies.

The Contractor shall not commence the work until proof of compliance with this has been furnished to the City by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.

The Contractor shall file the original and one certified copy of all policies with the City within ten (10) days after contract award. If the City is damaged by the Contractor's failure to maintain such insurance and to so notify the City, then the Contractor shall be responsible for all reasonable costs attributable thereto.

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and City at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

FAILURE TO COMPLY WITH THESE TERMS AND CONDITIONS COULD RESULT IN THE CANCELLATION OF YOUR CONTRACT.

CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided here for informational purposes only.

None of the following forms are required at the time of bid submittal.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. _____

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Ten by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor agrees to furnish and to deliver to the City at such times, at such place or places, in such manner, and in such quantities as the City may direct, and at the unit prices quoted in the Contractor's bid the following item or items:

PARKING VIOLATION PROCESS AND COLLECTION SERVICES

- II. CONTRACT DOCUMENTS.** The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:
- a. This CITY-CONTRACTOR Agreement;
 - b. The City's INVITATION FOR BID #11-10 issued by the Purchasing Department;
 - c. The Project Manual The Project Manual No. 11-10 including Specifications, and if included or referenced therein, any Standard Terms and Conditions, Special Conditions, Equal Opportunity/Affirmative Action Requirements, Wage Rate Requirements, Wage Rate Schedule(s);
 - d. Addenda Number(s) _____;
 - e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
 - f. Certificate(s) of Insurance and surety bond(s), if any, submitted by the CONTRACTOR in connection with this Project;
 - g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.
- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM.** The term of this contract **shall extend for a period of three (3) years beginning October 1, 2010 and ending September 30, 2013.** The City reserves the right to terminate this contract prior to the expiration date in the event total expenditures reach the above stated contract total. It is further understood that in the event the term of this contract extends beyond June 30 in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1.

VI. STATEMENT OF THE WORK

- A. Contractor shall furnish the goods and services described in the Invitation For Bid and the Bid Response. Contractor shall deliver said goods and services in accordance with the terms and conditions contained in the Contract Documents.
- B. Contractor shall provide the management reports described in the Contract Documents in a timely manner. Upon the request of the City, Contractor shall provide the City with additional management reports and with advice on the enforcement of parking restrictions including without limitation the receipt of payments at the Office of the Parking Clerk.
- C. The Chief of Police or his designee shall notify Contractor in writing that the City requires additional tickets whenever the police department has in its possession at police headquarters less than a one (1) month supply of tickets. Contractor shall promptly deliver the requested tickets to the City. Notwithstanding anything to the contrary in this Agreement, in the event that the Parking Clerk has notified Contractor that the City requires changes in the ticket forms, Contractor shall deliver to the City new tickets within one (1) month from the date that the Parking Clerk gives his written approval of the new ticket form.

VII. WARRANTIES

- A. Contractor represents and warrants that the hardware and software used to provide the work required under this Agreement, do not and will not infringe on any patent, copyright, trade secret, or other property right held by any other person or entity. Contractor shall hold harmless, defend and indemnify the City, its agents, representatives and employees against any claim, suit or potential claim which is brought or which may be brought against the City, its agents, representatives and employees alleging that any of the hardware or software used to perform the work required under this Agreement infringes any patent or copyright of the United States or involves the wrongful use of a trade secret or other property right held by a person or entity other than Contractor or the City. Contractor further agrees to pay all costs of defending the City against such claims, suits or potential claims including without limitation awards of damages, settlements, interest, attorney fees and court costs provided that the City gives Contractor written notice of such claim, potential claim or suit. If any of said hardware or software is found to infringe on a patent, copyright, trade secret or other property right belonging to a person or entity other than the City or Contractor, Contractor shall promptly procure for the City the right to continue to use said software and hardware or software and hardware of at least equal quality.
- B. These warranties are exclusive and in lieu of all other warranties, express or implied.

VIII. NONCOMPLIANCE AND DEFAULT

- A. In the event that at any time during the term of this Agreement the City determines that Contractor is not in compliance with any provision of this Agreement, the City may notify Contractor in writing of this noncompliance. Such notice shall identify the particular provisions of this Agreement that are at issue. Such notice shall state that Contractor must come into compliance with said provisions within thirty (30) days of the receipt of said notice. In the event that the City determines that at the end of said thirty (30) day period Contractor is still not in compliance with any of the provisions identified in the notice, the City may withhold any amounts due or to become due Contractor under this Agreement until the matter is resolved to the satisfaction of the City.
- B. Both parties understand and agree that parking violation processing is an extremely sensitive area of public contact for a municipality. In the event that the Parking Clerk within any consecutive thirty (30) day period receives three (3) complaints involving the wrongful sending of first overdue notices or demand notices, or the failure to notify the appropriate registry of motor vehicles of a payment to be applied to a ticket identified in a notice to hold the violator's license and registration for non-renewal, and the Parking Clerk determines after investigation that Contractor was at fault for such action,

Contractor shall take the following corrective action: identify and correct the error; supply staff for telephone answering and correspondence response; generate a notice acknowledging the error and presenting the corrected information; and absorb the postage and forms cost. For purposes of this Section, a wrongfully sent notice is a notice sent by Contractor seven (7) calendar days after the date payment is received at Contractor's office or at the Office of the Parking Clerk. In addition, for purposes of this section, Contractor shall be deemed to have failed to notify the Registry of a payment applied to a ticket held for registration and license non-renewal if Contractor has not notified the Registry within fourteen (14) calendar days of receipt of said payment at Contractor's Boston office or the Office of the Parking Clerk.

- C. In the event that during any consecutive period of thirty (30) calendar days, Contractor is unable to maintain the hardware and software supplied pursuant to this Agreement with a ninety-five percent (95%) uptime as required under this Agreement, the City may withhold any payments due or to become due under this Agreement, unless and until the City determines that Contractor has maintained said hardware and software with a ninety-five percent (95%) uptime for a period of thirty (30) consecutive calendar days at which time payment in an amount representing the value of the services actually performed will be released to Contractor. For purposes of this Agreement uptime in a period of thirty (30) consecutive calendar days shall be calculated as follows: regular business hours of the Office of the Parking Clerk for said thirty (30) day period.

IX. TERMINATION

- A. The City may terminate this Agreement at any time during the term of this Agreement by giving Contractor at least forty-five (45) days written notice. Said notice shall state the City's intent to terminate this Agreement and shall specify the effective date of termination.
- B. Until the effective date of the termination of this Agreement or the expiration date of the term of this Agreement as described in Section 1.3 of the Contract Specifications, Contractor shall continue to provide all the goods and services required under this Agreement and the City shall pay for these goods and services in accordance with the fee schedules set out herein. Thereafter Contractor shall have no further obligation under this Agreement except as follows: (i) to comply with this Section V; (ii) to supply management reports required under this Agreement pertaining to periods prior to the effective date of the termination or the expiration of this Agreement; and (iii) to provide the access to auditors selected by the City required under Section VII.
- C. On the effective date of termination or on the expiration date of this Agreement, Contractor shall deliver to the City the materials and assignment as specified in Section 3.15, 'Return of Materials' of the Contract Specifications. Notwithstanding any terms to the contrary, in the event that the City terminates this Agreement as provided herein, the City shall suspend all payments to Contractor until the City determines that Contractor has fully performed its obligations hereunder, including without limitation the terms of this Section. No later than 90 days from the effective date of termination or the expiration date, as the case may be, the City shall make final payment to the Contractor of all monies due for goods and services provided hereunder.

X. INSURANCE AND BONDS

- A. On the date of execution of this Agreement, Contractor shall provide the City with the bonds and a certificate of insurance evidencing the coverages as required under sections 1.6 and 1.8 of the Contract Specifications. Separate bonds covering contractor's employees and sub-contractor's shall be acceptable.
- B. Throughout the term of the Agreement, Contractor shall provide the City with the updated bonds and certificates of insurance, as necessary, so that the City has such current documentation in its possession at all times. Contractor's failure to provide such bonds and/or certificates of insurance shall constitute grounds for the immediate termination of this Agreement, and the City shall make no payments to Contractor until such time as the bonds and certificates of insurance are delivered and approved by the City.

XI. AUDITING OF THIS AGREEMENT

- A. To enable the City to monitor Contractor's performance under this Agreement, Contractor agrees that the City Comptroller and/or his authorized representatives shall have the right to enter Contractor's premises and have reasonable access to files during business hours to inspect, monitor or otherwise evaluate the work performed therein. Contractor further agrees that it will provide reasonable access and necessary information to the City

Comptroller and/or any auditors selected by the City subject to the auditing firm signing an agreement prohibiting disclosure to parties other than the City. The scope of said audit which shall be determined by the parties shall at least include an audit of the procedures and controls used by Contractor in performing the work required under this Agreement. The right of access given to the City Comptroller and/or his authorized representatives for the purposes of performing such audit shall continue for a period of one (1) year after the termination or expiration of this Agreement.

- B. Contractor further agrees to give reasonable access to any governmental agency desiring to audit Contractor's operations under this Agreement.

XII. CONFIDENTIALITY

- A. Both parties recognize that their respective employees and agents in the course of the performance of this Agreement may be exposed to confidential information and that disclosure of such information could violate rights of private individuals and entities. Each party agrees to use its best efforts not to disclose any of this information and agrees to take reasonable and appropriate action to prevent such disclosure by its employees and agents. Confidential information will be made available to City employees on a need to know basis only, and if requested, such employees may be required to execute a non-disclosure agreement to comply with the foregoing provision.
- B. All computer software, programs and systems, and technical proprietary specifications and procedures, as they relate to the services to be performed under this Agreement are proprietary and shall remain exclusively the sole property of Contractor and the City shall acquire no right or title to such items. The City shall not provide or otherwise make available said software, systems, programs, specifications procedures, in any form, to any person, except as required by law, and as otherwise provided in this Article. In order to enable Contractor to carry out its work hereunder, to some extent Contractor will have to impart information which is the subject of this paragraph.

To the extent that such confidential material is imparted to the City's employees, the City agrees that it will retain all information submitted by Contractor to the City in strictest confidence and will neither use nor disclose it to other than City's employees who have a need to know in connection with this contract without the explicit permission of Contractor. The City recognizes that irreparable harm may be occasioned to Contractor by disclosure of information relating to its business and that Contractor may accordingly enjoin such disclosure.

XIII. OWNERSHIP

The vendor shall be responsible for providing all equipment and software and for maintaining all necessary data files. Data files are expressly the property of the City. The City shall have the right to all software source code in machine-readable form and documentation developed pursuant to this contract, but solely for internal uses under the management and operational control of the City. If vendor ceases business operation or discontinues parking violation processing, the City shall be entitled to all documentation and machine-readable violation processing software source code developed by the Contractor. At least quarterly, a copy of such materials shall be prepared by the vendor and placed with a custodian.

The vendor shall be responsible for obtaining files of Massachusetts motor vehicle registrations. Access to out-of-state registration data is essential for this processing. However, vendors are encouraged to identify alternative approaches or capabilities for identifying violators.

XIV. ASSIGNMENT/SUB-CONTRACTING.

The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.

XV. SEVERABILITY

If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____
Title _____

Date _____

Affix Corporate Seal Here

City funds in the amount of _____
are available in account number

0110701-5307

I further certify that the Mayor
is authorized to execute contracts
and approve change orders

By _____
Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____
Chief Procurement Officer

Date _____

By _____
Commissioner of Public Works

Date _____

Approved as to Legal Form and
Character

By _____
Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____
Setti D. Warren, Mayor

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ AFFIX CORPORATE
(Signature of **Clerk or Secretary**)* SEAL HERE
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 must be that of the Clerk or Secretary of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CITY OF NEWTON, MASSACHUSETTS

PERFORMANCE BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Oblige, in the sum of _____ dollars (\$_____) to be paid to the Oblige, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Oblige, bearing the date of _____, 2010 for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Oblige, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Oblige terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Oblige, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ____day of _____ 2010.

PRINCIPAL

SURETY

BY _____

BY _____

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

INVITATION FOR BID NO. 11-10

PARKING VIOLATION PROCESS AND COLLECTION SERVICES

PART 1 - OVERVIEW

1.1 Generally

The City of Newton, Massachusetts is soliciting sealed bids for a vendor to provide a Parking Violation Processing and Collection System under a three-year contract. The major components of the desired system are: automated processing and collections of traffic and parking fines and penalties, online payment processing and clearance of vehicles marked by the Registry of Motor Vehicles, acquisition of vehicle registrant data from registry of motor vehicle agencies, noticing, computerization of vehicle impoundment and the supply of hand held units. The work includes all labor, materials, and equipment required for furnishing and installing an integrated on-line computerized system.

1.2 City Procedures/History

In the City of Newton, the Collector/Treasurer serves as the Parking Clerk. All parking violation collections are carried out under the control of the Parking Clerk's office at City Hall.

Since 1986, the City's parking ticket collections have been carried out through an independent contractor which has provided most of the services required by this Invitation For Bid.

The City's volume of violations for recent years are as follows:

July 1, 2006 – June 30, 2007	83,822
July 1, 2007 – June 30, 2008	89,973
July 1, 2008 – June 30, 2009	90,276
July 1, 2009 – June 30, 2010	94,973

1.3 Timeframe

The term of this contract **shall extend from October 1, 2010 through September 30, 2013**. The City intends to award this contract within sixty business days.

By submitting a bid, the bidder agrees that if the City makes an award to it, a contract shall be signed within 10 days of the notice of award. Failure of the successful bidder to abide by this condition shall result in a forfeiture of the 5% bid surety.

The selected contractor must be able to implement all requirements of the contract on October 1, 2010. Failure to meet this requirement will allow the City of Newton to terminate immediately.

Prospective bidders are advised that pursuant to the provisions of General Laws chapter 30B section 12(3) the City shall cancel the contract if funds are not appropriated or otherwise made available to support continuation of performance in any fiscal year succeeding the first year. Accordingly, this contract is subject to annual appropriation.

1.4 Bidder Qualifications

The City will not award a contract except to a responsible and responsive bidder capable of successfully performing all work specified in this Invitation For Bid. The bidder must submit with their Bid Form, resumes of key project personnel for this project demonstrating that it has the skill, ability and integrity necessary for the faithful performance of the work. The City reserves the right to request site visits and demonstrations of existing vendor operations.

1.5 Bidder Experience

It should be recognized that parking violation processing is an extremely sensitive area of public contact for a municipality. The City wishes to perpetuate the Court's reputation for protecting the rights of individuals while at the same time supporting management approaches for developing a valuable revenue source. The City will not award a contract except to a responsible and responsive bidder that has documented successful experience in accordance with the following requirements and amounts:

- three years operating, for municipalities, an on-line parking ticket processing system substantially similar to the system out-lined in this Invitation For Bid; and
- three years operating an on-line parking ticket processing system substantially similar to the system for municipalities which issue at least 50,000 tickets annually; and for a minimum of three consecutive years; and
- three years experience with Commonwealth of Massachusetts Registry of Motor Vehicles in implementing the automated marking and clearing procedures for license - registration non-renewal provisions of MGL Chapter 90 Section 20 A 1/2; and
- three years experience with the Commonwealth of Massachusetts Registry of Motor Vehicles in performing automated name and address acquisitions; and
- three years experience with the Registry of Motor Vehicles in Florida, Connecticut, Maine, Rhode Island, New York, New Jersey, Pennsylvania and New Hampshire, in performing automated name and address acquisition; and
- one year experience in providing an on-line abandoned vehicle management system; and
- one year experience providing an on-line tow system; and
- three years with providing and maintaining handheld ticket writers.

Bidders must indicate for each reference the following: date services started, number of jurisdictions accounted for, number of tickets processed annually, dollar value of parking revenues for the last full fiscal year, responsible official, phone number, and available as a reference.

1.6 Performance Bond

Upon award of the contract, the successful bidder must provide a Performance bond in the amount of 100% of the value of the annual contract cost. Such bond shall be with a surety company licensed to do business in the Commonwealth. and satisfactory to the City and in a form satisfactory to the City.

1.7 Subcontracting Restrictions

All services required by this Invitation For Bid shall be performed by the contractor. Except by a duly executed change order (written consent of the City), the contractor shall not sub-contract for or assign any of its duties of the contract entered into on the basis of this bid, except for the following services:

- ticket printing;
- messenger service;
- hardware/software maintenance;
- post office box (U.S. Post Office only)

1.8 Insurance

**At all times during the performance of the contract, the contractor must provide evidence of current
1) Workers' Compensation and 2) Comprehensive Crime Policy including the following coverage:**

Commercial Blanket honesty bonds covering the operations and activities of its employees and subcontractors in no less than five hundred thousand dollars (\$500,000.00)

Monies and Securities, On Premises and Off Premises
no less than ten thousand dollars (\$10,000.00)

Depositor's Forgery in no less than twenty-five thousand dollars (\$25,000)

1.9 Payment under contract

Payment to the Contractor shall be made as follows:

At the end of each month, the Contractor shall provide the City with an invoice that documents the volume of service for each activity (e.g. number of tickets processed, the number of tickets identified in first overdue notice). On said invoice, the Contractor shall bill the City in accordance with the unit prices. Within thirty (30) days of the receipt of said invoice, the City shall pay the monthly fee to the Contractor. The form of payment shall be in check or Electronic Fund Transfer.

PART 2 - BID PROCEDURES

2.1 Generally

Prospective bidders are advised that the City of Newton has issued this Invitation For Bid in accordance with the sealed bid provisions of General Laws chapter 30B section 5. In particular, it is noted that the City has issued an Invitation For Bid, and not: a Response for Proposals.

2.2 Pre-Bid Meeting

A pre-bid meeting is scheduled at the office of the *Chief Procurement Officer*, on September 2, 2010 at 10:00 a.m. at City Hall, 1000 Commonwealth Avenue, Newton Center-, MA 02459. All respective bidders are strongly urged to attend.

2.3 Bid Submission/Bid Opening

Sealed bids will be publicly opened by the office of the *Chief Procurement Officer*, City of Newton, City Hall at 10:00 a.m. on September 9, 2010 at City Hall, 1000 Commonwealth Avenue, Newton Center, MA 02459. All sealed bids must be received by the office of the *Chief Procurement Officer* **prior** to the bid opening.

2.4 Bid Format

In order to fairly evaluate the bids, each bid must be made upon the form attached hereto, and all spaces must be completely filled-out. The bidder shall not add, delete, or alter the format of any form provided by the City. Bidders are advised to calculate their contract prices so as to build their costs into the bid format that has been provided. The contract prices must cover all costs associated with performance of the contract, including personnel, travel, postage, overhead, equipment, supplies, communications, receipts, security handling, data entry, computer usage, regular reports, supply and maintenance of handheld ticket writing devices and equipment. The bid must contain the true name and address of every person, firm, joint venture, or corporation, who has or will have a direct or indirect interest in the contract and in the case of a corporation, the state in which it was incorporated in, and the name and address of the local agent or representative.

2.5 Prices and comparison

The award of the contract will be made to the responsible and responsive bidder offering the lowest total contract price for all line items based on the three years of service.

2.6 Unit Prices

The City intends to enter into the contract on a unit price basis. Payments under the contract will be made on the basis of services **actually performed** in accordance with the rates bid by the successful bidder.

For purposes of comparison of the bids, the City has set out its estimate of the annual volumes of the work for the period to be covered by this contract. While these quantities represent the city's estimates, the City does not expressly or by implication agree that the actual amount of work will correspond to such estimated quantities.

2.7 Bid Surety

Bid surety in the amount of five per cent (5%) shall be submitted with each bid. The security may be in the form of a bid bond, cash, certified check or cashier's check made payable to the order of the, City of Newton, and must pledge that the bidder will enter into a contract with the city on the terms stated in its bid, and will furnish bonds as required by this Invitation For Bid. Any such bid bond shall be a) in a form satisfactory to the City and b) with a surety company licensed to do business in the Commonwealth and satisfactory to the City

The bid bond shall be forfeited by the bidder and surrendered to the City, as the agreed amount of liquidated damages in case the successful bidder fails to enter into an agreement within ten (10) days of the award notification date (Saturdays, Sundays and legal holidays excluded).

The bond of the successful bidder will be returned following full execution of the Contract. The bid bonds will be promptly returned to the other bidders following the final contract award.

2.8 Review of Bids

The *Chief Procurement Officer* and the Parking Clerk shall review the bids submitted in order to identify the low, responsive and responsible bidder. As part of such review the City may contact references and conduct reviews of the bidders' operations at various sites. The City may obtain information concerning a bidder from any and all sources and reserves the right to consider such information in its review.

The City-of Newton reserves the right to accept or reject any or all bids, waive any informalities, to re-advertise for proposals, and to effect any agreement that the City deems to be in its best interest

PART 3 - DETAILED SCOPE OF SERVICES

3.1 VIOLATION PROCESSING

3.1.1 Generally

The contractor shall be required to collect from the City, acknowledge receipt of, account for, and process according to the City's requirements, all parking violations issued by the City. The Contractor shall also be required to enter documentation relating to voided violations, the violation number, issue date, issuing agency, officer ID, and fine amount. Each void shall be treated as a closed violation and shall be displayed through the on-line system as a voided violation. The cost for processing voids shall be stated separately as required by the attached pricing schedule.

3.1.2 Delivery of Violations to Contractor

The Contractor shall be responsible for daily pick-up of all violations to be processed from the Newton Police Department - Annex, which is located at 25 Chestnut St, West Newton. The Contractor shall also be responsible for establishing and maintaining positive controls for reconciling differences between the number of violations received from the Police Department and the number of violations actually processed and updated to the master violation file. The Contractor shall be responsible for entering the violation information into the automated system.

3.1.3 Violation File Update

Within two working (2) days after the receipt of the violations the Contractor will:

- a. Enter new violation information to the Master Violation File.
- b. Match the vehicle registrations appearing on the Parking violations against the most recent license plate records of the Contractor's Massachusetts and out-of-state Registry of Motor Vehicles file or, in the absence of such license plate records, create new vehicle registration records (note to bidders: also see-requirements at section 3.2.4 re. Skeletal Payments and Dispositions)
- c. Provide for the immediate on-line system access of violation information by vehicle registration number and violation number.

The Contractor shall request registrant information on a weekly basis for violations not paid within 15 days from Massachusetts and out-of-state motor vehicle agencies. The Contractor shall add matched and newly acquired registrant information, including but not limited to the following: name, address, vehicle make, license number, plate issue date, confirmation date, expiration date, plate type, plate color and error code to the Master Violations File. Upon acquisition of this information, the Contractor shall provide for the immediate on--line access of traffic violation information by registrant name and license number, and violation and registration number.

3.1.4 Edits and Controls

The contractor shall establish and continually utilize proper edits (including check digit test logic) and controls to ensure the integrity of the file and to prevent the occurrence of unapplied payments and other dispositions against the Master Violation File.

3.1.5 Activity Reporting

The Contractor shall deliver to the City a comprehensive daily reporting package of all ticket processing activities which shall also contain cumulative processing totals for the current week, month, and fiscal year. (Note to bidders: also see more specific reporting requirements at Section 3.13)

3.1.6 Back-Up System

The Contractor shall develop a complete back-up system and capacity for all on-line systems including hardware, software communication lines and other equipment. The Contractor shall retain sufficient back-up files so that reconstruction of all processing activities can be accomplished for audit and emergency purposes. Such back-up files must be stored at a site separate from the site where the main operating system is based.

3.1.7 Storage Requirements

The Contractor shall be responsible for acquiring and maintaining, in a secure location within its control, all computer tapes relating to daily transactions processed by the Contractor pursuant to the agreement including unapplied transactions.

3.1.8 User Documentation

Within 30 days of the effective date of the contract, the Contractor shall provide the City with complete user documentation of all system flows, processing functions, and procedural and system controls for all ticket processing for which the Contractor is responsible. The Contractor shall document all enhancements or modifications to the System and procedures and furnish the City with such documentation within 30 days of implementation.

3.2 PAYMENT PROCESSING

3.2.1 Generally

The Contractor will not be required to perform any in-person payment collection functions for Parking Violations. All payments either will be received at City Hall or mailed to the contractor's lockbox, as described hereafter.

3.2.2 Post Office Lockbox Payments

The Contractor must have the capability to handle all parking violation payments mailed into the post office lockbox, and, daily depositing of all receipts. This function must conform to Generally Accepted Accounting Principals for cash handling, accounting, and control. The following procedures shall apply to the processing of all parking violation fine payments,.

- a. The Contractor shall rent a post office lockbox, the contents of which shall be removed by the Contractor (via a bonded messenger) at the beginning of each processing day. The Contractor shall, if required, provide proof of the bonding of such messenger.
- b. After opening, violations with remittances shall be batched and dated. Each check shall be dated and endorsed for deposit within twenty-four (24) hours of receipt by the contractor from the lockbox. The payment information shall be entered and verified with appropriate editing controls and batch totalling and updated to the Master Violations File and all on-line systems within forty-eight (48) hours of receipt by the Contractor from the lockbox.
- c. In addition to batch processing capabilities, the Contractor shall also provide for the on-line, real time processing of mail and lockbox payments. This on-line processing capability shall allow Contractor personnel to enter and record payments and payment adjustments according to the on-line payment and-audit control requirements described herein. The on-line payment system shall be utilized by the Contractor, by way of illustration and without limitation, for the following payment activities: multiple violations; multiple registrations; research items; and exception items.
- d. The Contractor shall provide the capability to apply any range of whole dollar amount payments to a violation, e.g., if a partial payment of fifteen dollars is remitted for a twenty dollar violation (fine only or fine plus penalties) then fifteen dollars must be applied and the new amount due would equal five dollars. The Contractor shall record on the database, and display on the on-line inquiry system, the location of where the payment was made, i.e., lockbox, in

addition to the method of payment e.g. check or money order. The Contractor shall indicate on each check processed the violation numbers to which payments are applied, the date of payment and the amount applied to each violation number. Checks will be endorsed to the account of the City of Newton. Checks and related documents will then be reconciled by their batch totals and/or on-line balancing procedures.

- e. The total amount of all checks processed each day will be credited to a demand deposit account specified by the City which shall be entitled "Parking Fine Account" under the same terms and conditions as would apply to direct deposits.
- f. Checks which are returned unpaid will be re-deposited once. If such items are returned again, the Contractor shall charge the Parking Account in the amount of the unpaid items and within three (3) working days after receipt of each returned check deliver such checks to the City. The contractor must arrange for violations which correspond to unpaid checks to be reactivated as unpaid on the Master Violations File and to the status preceding the application of the unpaid check. The Contractor must have the capability to assess a bad check fee on a license plate level and/or violation level basis. City of Newton policy imposes a \$25.00 bad check fee. A notation communicating the receipt of a bad check must be displayed on the license plate and violation level through the on-line inquiry system. The Contractor shall provide the City with a weekly list of all returned check transactions charged to the Parking Fine Account.
- g. When the Contractor receives a payment with a vehicle registration number but without a violation number, it shall be responsible for carrying out the required file inquiries to apply such payment to violations outstanding against the vehicle registration number. If the payment can be applied to more than one violation, the Contractor shall first make payment against any tickets which are less than 21 days old and then the residual amount, if any, will be applied to other outstanding tickets on that plate.
- h. When the Contractor receives a payment amount that exceeds the amount due on the enclosed violation, it shall conduct all required file inquiries to determine if any other violations are outstanding against the payer's vehicle registration number. If one or more other violations are outstanding, the Contractor shall apply the excess payment amount to those violations. If the excess payment amount cannot be applied to other violations, the Contractor shall provide the City with all information necessary to allow the City to issue a refund.
- i. The Contractor shall, within three (3) working days of receipt of each unsigned check or unapplied payment (i.e., no violation or registration) return such items to the Office of Parking Clerk.
- j. The City's strict policy is to not accept post-dated checks. The only exception would be if the gap between the check and its receipt is 2 days or less.
- k. The City shall provide the Contractor with appropriate procedures and forms for processing any other payments not previously described herein.
- l. The Contractor Shall, if requested, forward copies of all checks and related correspondence to the office of the Parking Clerk. Contractor shall return all other post-dated checks to the Payor by U.S. Mail.
- m. The Contractor shall apply all payments against the Master Violations File within two (2) working days, the first day of which includes the date of receipt by the Contractor of such payments at the Post Office Lockbox. In addition, the Contractor shall establish appropriate controls and accounting procedures so that payment amounts that are applied to the Master Violations File can be reconciled with the amounts deposited to the Parking Violations Receipts Accounts. Twice each week the contractor shall deliver to the City a report of daily payment activity, and copies of deposits made.

3.2.3 Payment Collection at the City

The Contractor shall provide an on-line real time payments system that will allow the City's tellers to enter and record payments and payment adjustments to the Master Violations File as they are received and to provide receipts of transactions to the payor. The payment system's software and hardware must accommodate the volume and nature of parking violation payment. The Contractor shall provide the capability to apply any range of whole dollar amount payments to a violation, e.g. accommodate partial payments. Payments entered to the on-line system shall also be immediately reflected in the subsystems or system elements provided by the Contractor for use in determining penalty, notice and seizure eligibility. The contractor shall record on the database, and display on the on-line inquiry system, the location of where the payment was made, i.e. the on-line payment system in addition to the method of payment i.e., cash,

check or money order. The on-line payment system shall also be capable of generating daily payment activity reports by violation type on a real time basis to facilitate and properly control teller closing procedures at the close of the day's business. Audit control facilities must also be included, such as: a) balancing a computer produced teller report to the log printed on the cashiering terminal; b) password sign-on by operator c) cash-out by operator d) segregation of cash, check or money order; receipts and cash-out totals; and e) operator ID retained in-all transactions.

The Contractor shall update the Master Violations File to reflect all payments received by the city's cashiers within twenty-four (24) hours from all such payments. The city shall be responsible for providing all the required controls, reports, procedures, and documentation to ensure that all payments processed by the City's tellers are distinguishable from those processed by the contractor, and that each are reconcilable to this total monies received.

In addition, the on-site payment system will consist of one (1) workstation that prints receipts for cash, check and money order payments indicating, but not limited to, the following information: method of payment, date of payment, registration number and state, the ticket number(s) paid and amount(s) paid on each ticket.

3.2.4 Skeletal Payments Dispositions

All payments and other dispositions which cannot be applied to a violation number contained in the Master Violation File because the database does not contain such violation record, shall be retained in that file as a Skeletal Payment/Disposition Transaction. The skeletal transaction capability is required in order to accommodate the processing of violation transactions when the violation(s) in question have not yet been updated to this system. The Contractor shall provide the ability to create an on-line skeletal record containing, at a minimum, a violation number, the payment/disposition amount, ID of processor, and a payment disposition date on a daily basis, the skeletal transactions shall be matched against and applied to the new violation records created on the Master Violations File.

3.2.5 On-line Payments Dispositions

This allows for Internet based access to the Ticket Management System for use by parking ticket violators of the City of Newton. The contractor is solely responsible for:

Providing internet based access to the parking ticket management for the sole purpose of allowing violators to view and pay their parking tickets online via credit cards.

- a. All costs for developing, programming, upgrading, and maintaining the internet access system and ensuring that it conforms to all Federal, State and Local laws in addition to the rules and regulations of Visa/Master Card.
- b. The process will be available through a link on the City's website.

The City will be responsible for:

- a. Allowing charge backs to be withdrawn from the account in the event a cardholder requests to have the transaction reversed according to credit card rules regulations and timetables, and to allow for the charge back fee to also be withdrawn from the account under the same rules, regulations, and timetables.
- b. There will be no cost for this weekly fee as the transfer will be made via a check being written from the merchant account into an account designated by the City.
- c. Allowing for a monthly fee of \$25.00 to be debited from the account.

The transfer will be done on a weekly basis via a check being written from the merchant account and deposited into an account designated by the City of Newton for the transactions processed during the preceding seven days.

3.3 OTHER VIOLATION DISPOSITIONS

3.3.1 Generally

The Contractor shall provide the capability for on-line real time and batch processing of disposition requests and disputed violation claims against the Master Violations File. The City may communicate such dispositions through CD in ASCII format media, paper forms or electronic data transfer.

Within two (2) working days of the receipt by the Contractor of such dispositions, the first working day of which includes the date of such receipt, they shall be reflected on the Master Violations File. The processing of such dispositions requires that the Contractor provide the capability to:

- a. Temporarily or permanently discontinue noticing of disputed violations;
- b. Hold late penalties temporarily in abeyance;
- c. Temporarily back-out penalties pending reactivation;
- d. Record dismissals of late penalties due on outstanding violations;
- e. Delete disputed ticket(s) from seizure (tow list) eligibility determinations;
- f. Add any penalties to unpaid tickets that are authorized by law;
- g. Adjust violation information according to the City's written instructions;
- h. Adjust refund amounts;
- i. Generate detailed reports of dispositions recorded against the Master Violations File;
- j. Reassign names and addresses to outstanding violations to reflect changes in name and/or address; and
- k. Reactivate the normal processing of disputed violations.

3.3.2 Transaction History

The system must also provide detailed history/audit trail of every transaction that is recorded against the Master Violations File and these audit trails must permit a reconciliation of all transactions against their source documents. This information must be available on-line for inquiry purposes. (Date, schedule, how long on-line?) The Contractor may be required to produce additional accounting and control reports which will be filed on a cost and materials basis.

3.3.3 Delivery of Correspondence

Incoming correspondence without payments together with a cover-sheet shall be batched and forwarded to the Office of Parking Clerk reflecting number of enclosed items, and the date of retrieval from the post office. The date of delivery to the Office of the Parking Clerk shall be no later than three (3) working days following the date of retrieval.

3.3.4 Controls and Reports

The Contractor shall establish proper controls over the processing of dispositions to ensure that they are approved by authorized persons only. The Contractor must also maintain proper records of all dispositions processed by type, date, and source, and shall furnish such records to the City upon request.

The Contractor shall deliver to the City a daily report of all dispositions processed which shall contain cumulative processing totals for the current week, month, and fiscal year.

3.4 ON-LINE CORRESPONDENCE

3.4.1 Generally

The on-line system provided by the contractor shall have the capability to process the disposition requests and dispute ticket claims against the Master Violations File, including the following:

- a. notate the type of correspondence;
- b. suspend violation activity where applicable;
- c. add registrant name and address on-line when necessary;
- d. assess tow eligibility;

3.4.2 Automated Correspondence

The City shall provide specifications to the Contractor as to the form and content of up to ten (10) form letters. The Contractor will generate and mail such form letters to registrants upon request by the City, no more frequently than twice each week. That Contractor will develop a disposition coding system which will enable the City tellers to enter the applicable ticket number; violation code and disposition code via the on-line system. The system must allow the City to over-ride the file where an updated name and/or address have been obtained in connection with the appeal.

3.4.3 Notices

The Contractor shall provide an integrated dunning notice system that will involve two separate and distinct noticing program or elements: one for Massachusetts registrations and the other for out-of-state registrations. For any registration with eligible outstanding tickets the contractor will be required to generate and print notices for individual tickets, and groups of tickets in the same status.

3.4.4 Noticing Sequence

The City shall provide specifications to the Contractor as to the form, content, sequence and timing of all notices that are mailed to violators having outstanding violations. The Contractor shall implement a noticing system provided in such specifications within thirty (30) days of their receipt. The number of notices that the Contractor will be required to send with respect to a single ticket shall not exceed two (2). Furthermore, the Contractor must have the capability to sort notices by zip codes and to include nine digit zip codes in order to qualify for postage discounts.

3.4.5 Noticing Form Modifications

The City retains the right to modify the form, content, sequence and timing of notices that are mailed to violators, provided that the contractor is given detailed specifications. The notice system provided by the Contractor must be flexible in order to accommodate changes. Any modification(s) shall be implemented within thirty (30) days of receipt of a written request from the City.

3.4.6 Noticing Records

The Contractor shall record in the Master Violations File the mail date(s) and type(s) of notice mailed in relation to each violation.

The Contractor shall maintain proper documentation of all noticing activity undertaken, and shall, each-week, provide to the City, a notice log containing, but not limited to, the following information: type of notice, mail date of notice, date notice run to mailhouse, post office delivery date of notice run and number of notices, license plates and tickets in notice run. The format of the notice log must be approved by the City. Noticing records shall be available for violation and registration on-line inquiry at both the ticket and license plate level.

3.4.7 Bad Address Notation

In the event that a notice mailed to an address provided by the Registry of Motor Vehicles (RMV) is returned by the Post Office as undeliverable, e.g., forwarding address period has expired, etc., the Contractor shall provide and execute the capability to notate the database of this information. Such notation shall be displayed on-line.

In addition, upon notation of the database the Contractor shall provide the capability to exclude certain notice types from being generated for the notated record. The City will provide the Contractor with the specifications and scenarios that would disqualify a violation from being noticed.

Upon the receipt of a new updated address from the RMV the Contractor shall resume noticing of previously excluded notices. The Contractor shall take all steps necessary to insure that such renewed noticing is resumed within one week of the receipt of any such new updated address.

3.5 TOW PROGRAM

The Contractor shall provide an integrated on-line tow system which automatically determines those vehicle registrations that are eligible for seizure in accordance with eligibility specifications provided by the City. Payments received by the Office of the Parking Clerk shall be immediately reflected in this system. This information will be utilized by the City enforcement personnel to identify vehicles for towing. A list shall be available in alphabetical/numerical order format by state and shall contain, at a minimum, summary license plate volume and dollar amount information by the state. The City reserves the right to alter the format of the Seizure List.

The Contractor shall provide a seizure sub-system or element to include the additional capacity of both recording and providing on-line input and access to information relative to the seizure of vehicles, including, but not limited to, the following information: the date and time of seizure authorization; the date and time of the seizure; the location and make of the seized vehicle; the number of outstanding tickets and the amount owed on the seized vehicle, the date and time of release; the release authorization number; a reason code for releases; the amount paid on a released vehicle, the date of auction by tow company and the amount of money for which the vehicle was sold; and the ID number of the officer performing the seizure, release and/or tow. The system, including the storage fee element, must also have correction capability for use by authorized individuals. The system must be able to provide a complete inventory of towed vehicles and categorize the vehicles as seizure tows or abandoned vehicle tows.

In addition, the Contractor shall provide a Management Information System (MIS) reporting package containing information on the tow system. Such reporting package must include, but not be limited to, vehicles towed, released and auctioned; inventory of vehicles in the lot by registration number; aged tow report for prioritizing of towing; activity by ID number; activity by tow number; authorized tows never affected; daily inquiry report; and corrections report. The format of said MIS reports must be acceptable to the City and the City reserves the right to modify the reporting package.

3.6 ON-LINE FILE ACCESS

3.6.1 Generally

The Contractor shall provide on-line access for all systems and system elements defined and specified in the Detailed Scope of Services. On-line access must provide detailed and comprehensive information to support all elements of the City's collection and adjudication efforts. In addition, on-line access must be operationally convenient, user friendly and must accommodate access configurations based upon user and terminal. The on-line system shall be available for use every weekday, except holidays, between 8:30 a.m. and 5:00 p.m. (Eastern Time)

The on-line inquiry system provided by the Contractor shall be accessible by state plate and violation number, license number and name when supplied by the Massachusetts and out-of-state Registry of Motor Vehicles. The system must provide proper controls to identify different vehicle owners that have the same name. In addition, the Contractor shall continue to provide on-Line access to those violations that have been paid or dismissed for a period of two years after payment or dismissal, and all tickets not required herein to be maintained on-line must be reproduced in a machine readable form as specified.

3.6.2 On -Line Response Time/Repair

The response time for all on-line systems shall on the average be less than three seconds. The Contractor shall maintain an aggregate on-line system uptime of not less than 95% of available utilization time, and the on-line system update of not less than 90% of available utilization time of any given working day. The Contractor shall also notify the City of any foreseeable or anticipated downtime at least one hour before such downtime is to occur. The Contractor shall respond reasonably to reported equipment or software failure within one day of such reported failure.

3.6.3 File Archives

Not less than two years from the date of payment in full or other final disposition of a parking violation, the Contractor may archive with the exception of skeletal or overpaid records, such violations from the Master Violation File for the purpose of creating additional file storage capacity. The Contractor shall, however, retain all information described in the preceding paragraphs on CD in ASCII format for auditing and reporting purposes for the term of the contract and shall provide the City with one (1) copy in cumulative form of such archive violation information organized by vehicle registration number and ticket number. The Contractor must be able to restore such archive violation information to the Master Violations File at the City's direction. Upon the archiving of violations, the Contractor shall notate the affected files with an Archive indicator to be displayed through on-line inquiry access.

3.7 REQUEST FOR VEHICLE OWNER INFORMATION

The Contractor will request, at a minimum, on a weekly basis, vehicle owner information from the Massachusetts Registry of Motor Vehicles. The Contractor will also be required to request, at a minimum, on a monthly basis vehicle owner information from Motor Vehicle Registries outside of Massachusetts as needed for the purpose of address file maintenance.. It is of critical importance that the Contractor successfully match the registered vehicle owner information with ticket and license plate information on the database. The matching process will provide for the accurate and effective manipulation and/or interpretation of available data. For Example, name and-address information provided by motor vehicle agencies is dynamic and is not necessarily consistent. When tickets are issued to a specific registry during more than one registration period of the same license plate and registration data varies even slightly between these periods then the undesirable creation of separate registration files may occur. To address this reality, the Contractor must provide automated, point-of-update logic to prevent a license plate from incorrectly separating (splitting) into more than one record. The Contractor must also provide the capability to correct records that were "split" because the level of variability in name and address information would require human judgement to resolve. The on-line correction of split registration records would, by necessity, be driven by a weekly, Contractor provided Split plate report in state plate order.

3.8 MULTIPLE OWNER, LICENSE PLATE TYPE AND COLOR REQUIREMENTS

3.8.1 Generally

The system must have the capability to segregate the ticket(s) of the license plate owner and report through the online system the fact that the license plate number has been issued to more than one registrar at different periods of time. This system must show the plate issue date of each registrant.

The system must have the capability to distinguish between license plate numbers that have identical configurations but that are distinct entities because they are different license plate types, e.g., passenger plate 123456 and commercial, or trailer type. This would also include special plate, e.g., Red Sox. (The number of plate types required to be distinguished could substantially increase if the Massachusetts RMV were to alter its registrant information procedures.)

The System must also be able to distinguish between license plates according to the color (either green or red) of the plate characters. Plate color capture and utilization is required whether plate numbers are unique configurations or are identical differently colored plates.

3.8.2 Re-request of Vehicle owner information

The Contractor shall provide a system for re-requesting vehicle owner information from both in-state and out-of-state motor vehicle licensing agencies for: a) tickets that fail violator noticing edit criteria such as vehicle make match or license plate issue date match; and b) tickets assigned to plates that the MA RMV could not provide registrar data on the initial request. For any single violation, the City would typically require two distinct re-requests of vehicle owner information. Re-requests must be conducted, at a minimum, on a monthly basis for violations issued to MA license plates and on registrations.

3.9 LICENSE AND REGISTRATION NON-RENEWAL

3.9.1 Generally

The Contractor shall provide the capability to refer violator names and/or license plate numbers to the RMV for the purpose of vehicle registration non-renewal and driver's license non-renewal for unpaid violations. The capability to interface with the RMV must be in accordance with RMV specifications for large volume non-renewal transactions. Such interface must also include the capability to provide each week to the RMV subsequent disposition of tickets by payment or otherwise. The Contractor must provide a report, in alphabetical-by-registrant-name format, identifying all registrants that have been marked for license or registration on-renewal. The Contractor must also develop proper accounting for all fees which are owed to the RMV for non-renewal transactions.

Upon RMV confirmation of non-renewal a Registry Fee (currently \$20, twenty dollars) must be assessed to each affected violation in accordance with state law. Registrants affected by non-renewal actions must be so notified through the Noticing Program and informed of the revised dollar amount due. The Contractor must identify the reasons why a referred violator name and/or license plate number was not accepted by the RMV for non-renewal action and provide the capability to re-refer those names and/or plate numbers to the RMV for non-renewal.

The Contractor shall generate and refer 'Clear Input Records' to the Massachusetts RMV so as to allow the RMV to match user transaction input to the correct records on the RMV database for the purpose of clearing records that have been marked for non-renewal that must be cleared from non-renewal status due to the disposition of tickets, by payment or otherwise.

The Contractor shall subsequently retrieve and process returned 'Clear Response Records' from the RMV.

This interface with the RMV must be in accordance with RMV specifications for large volume non-renewal transactions.

3.9.2 License Plate Trace (Swap) Program: The purpose of the Trace (Swap) Program is to:

- a) identify and link vehicle license plates that have expired, been cancelled, or have been turned into the MA RMV with a newer license plate(s) that has been issued to the same individual or business entity, and
- b) have the reporting capability to identify all past and current license plates of a registrant so that a determination can be made whether to link the license plates.

Historically, the MA RMV has often issued "new" plates for "old" plates. As part of the new MA plate configuration incorporating plate types (e.g. passenger, commercial, etc.) all commercial plates were reissued on January 1, 1988. A replacement of all passenger plates has been scheduled by the RMV. In order to assure that the City is able to collect on tickets that have been issued to a vehicle owner's returned license plate as well as those tickets that have been assigned to the newly issued plate, the Contractor shall provide the capability to link in a batch or on-line mode all tickets issued to a vehicle owner and to report such linkage on an integrated, on-line basis. When a vehicle is entered into the on-line system the retired license plate number(s) as well as the current number(s) must be presented. The noticing program must consolidate/accommodate the Swap information and notice all outstanding tickets whether they were Issued to an old or current plate.

3.10 LEASE/RENTAL VEHICLE SYSTEM

Under current law, lease, rental, and taxi registrants are not held liable for the violations incurred by the vehicle operator provided that the registrant complies with the provisions of Massachusetts General Laws, Chapter 90, Section 20E as amended by Chapter 699, Acts of 1985. In summary, the law requires that the registered owner of the ticketed vehicle be notified of the specifics of the violation, and within forty-five days of such notification the owner must return the name, address, date of birth, and license number of the vehicle operator.

The Contractor must generate and send the initial dunning notice to the registrant. Upon receipt of the vehicle operator information the Contractor must generate and send a dunning notice to the operator. The system must have the capability to retain by plate number the registrant data, and by ticket number the operator and notice data for on-line viewing.

3.11 METER MANAGEMENT SYSTEM

The vendor shall provide an on-line parking Meter Management System that will serve the needs of the City's parking meter personnel and parking violation complaint personnel. The meter system shall allow the City to enter meter breakages and repairs. The system provided by the Vendor must allow the City to maintain and access parking meter data on-line as well as monitor the operational status of meters through an inventory of all parking meters including meter number, location, make and various other data.

The Meter Management System must enable the interface of parking violation meter complaints (received by the OPC) with the operational inventory concerns of meter maintenance and repair personnel. The main feature of this interface function is the utilization and application by the Vendor, of OPC transactions which contain violation and meter complaints. The Vendor shall provide the capability for City personnel to immediately generate, through the on-line Meter Management System, outage reports for meter routes. In addition, reports pertaining to inventories, repair activities, etc., shall be provided by the Vendor to the City.

3.12 EQUIPMENT SUPPLIES AND MATERIALS

The Contractor shall provide the City with the following equipment and shall bear the cost of purchasing and/or leasing, maintaining, and servicing such equipment. The Contractor shall contract with its equipment and supplies contractors to obtain service agreements requiring such contractors and suppliers to respond within 2 hours of a reported equipment failure.

1. Three (3) computerized terminals: one (1) to be located in the Office of the Parking Clerk with on-line cashiering, query, receipting and disposition processing capabilities and two (2) with on-line query: one (1) to be located at the Parking Clerk Desk and one (1) at the Traffic Bureau.
2. Two (2) printers: one for each office.
3. All lines, modems and other telecommunications devices required to operate the terminals.
4. The Contractor shall be responsible for supplying violations, notices, and sufficient paper for the terminals and full page printers.
5. The Contractor shall provide parking violation tickets and Handheld supplies in sufficient quantities to insure the availability of tickets for this purpose described herein. A sample of the City's current violation ticket is attached to these bid specifications - ATTACHMENT A. The tickets provided by the Contractor must be substantially identical to the attached sample.
6. The Contractor shall also provide parking tickets (paper and handheld), processing forms, noticing forms and envelopes. The number of tickets, processing forms, notices and envelopes will be determined by the City at the time of the Contractor's purchase request.

3.13 MANAGEMENT REPORTING REQUIREMENTS

The Contractor shall carry out all computer programming that is necessary to generate the reports as detailed in this Section. The Contractor shall deliver to the City all such reports within two working days of their specified computer run dates. Manual logs of receipts should be balanced daily with computer reports of receipts processed and bank deposits. A separate statement should be prepared and reconciled monthly showing daily reconciliation. Bank account deposits must be reconciled to the monthly statement.

All reports whether they be required on a weekly or monthly basis shall have corresponding beginning and ending dates to the greatest extent possible. As a minimum the Contractor shall generate and deliver, reports as specified in the following list:

1. Daily On-Line Cashiering Report listing all window payments and adjustments by ticket number, amount, method of payment cashier, date, and plate number. (Deliver to office of Parking Clerk)
2. Daily on-Line Dispositions Report listing all dispositions by code number, ticket number, amount, hearing officer, terminal operator. (Deliver to Office of Parking Clerk)
3. Monthly Noticing Activity Report showing by plate number the noticing activity with mail date, ticket number, name, address and amount due. (Deliver to Office of Parking Clerk).

4. Weekly RMV Make Match Failure Report showing by ticket number the ticket that failed to match up with RMV file information. (Deliver to Office of Parking Clerk)
5. Monthly Activity Summary Report showing for the current period and fiscal year to date, issuance (number and amount due), partial payments (number and amounts), full payments (number and amount), dispositions (number and amount), all by location of issue, location of payment, and by notice. (Deliver to Office of Parking Clerk)
6. Monthly "Hot Sheet" showing all plates with at least 5 unpaid tickets each of which must have been noticed at least once. The list must also include plate, color, make, location, time and the total amount owed. (Deliver one copy each to Office of Parking Clerk and Police Station)
7. Weekly Scheduled Hearing Report showing all tickets scheduled for hearing with ticket number and amount, date issued, hearing date and time, state plate, name and address of owner. (Deliver to Office of Parking Clerk)
8. Monthly New Tickets Report showing the ticket number, issued date, fine amount, and state/plate, of new tickets entered into the violations Master File. (Deliver to Office of the Parking Clerk)
9. Monthly Voided Ticket Report listing voided numbers within books of tickets issued to date. (Deliver to Office of the Parking Clerk)
10. Monthly Missing Ticket Report listing missing numbers within books of tickets issued to date (Deliver to Office of the Parking Clerk)
11. Monthly Payments Collected Report showing post office and window payment processing by date of processing including ticket numbers, amount paid, pay date, issue date, notice mailing dates and totals for each day and each report.
12. Monthly Out-of State-Report showing, by state/plate, tickets issued to non-Massachusetts plates, including ticket number, issue date, issue time, violation code, total fines, penalties, reductions, payments and total due together with a summary showing total for each state and grand totals. (Deliver to Office of the Parking Clerk)
13. Monthly Tow Report showing by state/plate all plates with five or more unpaid tickets including ticket numbers, issue dates, location, time make, color, fine penalty, reduction, paid and due amounts, together with the owner's name and address. (Deliver one copy each to Office of Parking Clerk and Police Station)
14. Monthly State/Plate Cross Reference Report showing the payment status of each ticket by plate number, date of issue, payment date, and RMV identification number for plates that meet non-renewal requirements and by ticket number. (Deliver to Office of Parking Clerk)
15. Monthly Year to Date Payment Stages Report showing by month of issue and year to date at what stage tickets from each month are paid. Stages include 1) without penalty; 2) with first penalty; 3) with second penalty; 4) at the non-renewal state. The report should include, amount and percent for each category. (Deliver to Office of Parking Clerk)
16. Monthly RMV Mark Report showing by ticket number the total ticket marked for non-renewal at the Registry of Motor Vehicles. (Deliver to Office of Parking Clerk)
17. Monthly Issuance by Location Report showing ticket number, times of issue, violation code and date of issue. (Deliver to Police Station)
18. Monthly Lease/Rental Report showing by plate number all tickets issued to lease/rental vehicles by company name, address, date of issue, location, make, color and amount. Deliver to Office of Parking Clerk)
19. Annual Cost Analysis summarizing number of tickets issued, out of state transactions, notice sent, all on a month by month breakdown and showing total cost per ticket. (Deliver to Office of Parking Clerk)
20. Monthly Breakdown Violations issued broken down by violation code, and payments collected and accounts receivable. (Deliver to Office of the Parking Clerk)
21. Monthly Accounts Receivable Reports Delivered to the Parking Clerk

3.14 TRANSITION/CONVERSION FROM CURRENT SYSTEM

In the event of the selection of a Contractor other than the current Contractor, the new Contractor must initiate operations to obtain and convert parking ticket files for the City upon award of the contract. This conversion must be completed and tested, and the system of any accepted Contractor must be fully operational no later than October 1, 2010.

As part of the contract to issue hereunder, the successful bidder will be required to provide all described services, as required, for all violations which are in the various stages of processing by the City's current vendor, Complus Data Innovations, Inc.

The current contract will expire on Sept. 30, 2010. In accordance with the existing contract, the current Contractor will deliver to the City the following materials: (1) CD in ASCII format, with a file description of all the City of Newton's parking data; (2) all the source documents and records in the Contractor's possession, including all tickets issued by the City, all notice registers, all manual notice registers, all manual notice records and all notices sent by Contractor; (3) the assignment of Contractor's rights and interest to the post office box. All such CD in ASCII formats and materials will be provided to the successful bidder.

Bidders should note that the pricing schedule which is provided for this bid does not allow for separate pricing for the services for these transitional services. Accordingly, bidders must include their costs for transitional services within the prices on their bid i.e. bidders should "build-in" their costs for additional services.

3.15 RETURN OF MATERIALS

On the expiration date or termination date of the contract, the Contractor shall deliver to the City the following materials; (1) CD in ASCII format with a file description of all the City of Newton's parking data; (2) all the source documents and records in the Contractor's possession, including all tickets issued by the City, all notice registers, all manual notice records and all notices sent by current contractor; (3) the assignment of Contractor's rights and interest to the post office box.

In addition, throughout the term of the contract, the contractor shall provide a CD in ASCII format containing a current copy of the Master Violation File to the City once each quarter.

3.16 ABANDONED VEHICLES

The City of Newton has accepted the provisions of General Laws Chapter 90, Section 22B, subsections (b) (2) (k) inclusive.

The City currently handles abandonment of motor vehicles by an internal system. Upon the commencement of the contract hereunder, the City intends to continue to track complaints and disposal by an internal system but its Contractor will handle the various steps once a vehicle has been disposed. The City will require its Contractor to do the following:

- a. Post the record of record to an on-line system. The system must use the abandoned vehicle number; the Vehicle Identification Number (VIN) and plate number.
- b. Post fines and fees, taking into consideration the multiple fine violation authorized when applicable.
- c. Send notice to the Registrant whose vehicle was removed from the street or to the new vehicle owner in the case of a sale for which the new owner failed to register the vehicle.
- d. Record payment and disposition of fines and fees.
- e. Allow for non-renewal "mark and clear" processing when the Massachusetts Registry of Motor Vehicles expands its system to perform this function

3.17 FILE PURGE

The City may request that certain records (of violations or violators) be purged from the violations master file. The Contractor must forthwith purge said records from the operating file while retaining all purged information on CD in ASCII format (or other storage medium request by the Parking Clerk) for possible future reference or use, as the City deems appropriate including provisions of a microfiche reader and microfiche files to be updated at least semi-annually

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HAND HELD TICKET WRITING DEVICES (HHD's)

Introduction, Background and Programmatic Orientation

The proper issuance of a parking ticket with all data fields accurately recorded is a “mission critical” function relative to the Parking Violation System efforts to achieve the City’s traffic and parking objectives. The combination of a clear and accurate parking violation and a comprehensive and efficient Parking Violation System enables the City to efficiently and effectively utilize the issuance of a parking ticket as a meaningful deterrent to illegal parking upon which other critical traffic and parking activities are totally dependent.

It is important for vendors to understand the City’s perspective on the need for a proven, turnkey HHD system. A major factor relates to the parking ticket issuance process, particularly the various issues and factors impacting the workforce. Some of these issues relate to the nature of the workforce while other issues involve operational aspects such as the requirement that the work be performed in the field. The work assignment that will involve the deployment of HHD’s represents a difficult setting in regards to the conditions and situations as well as the nature of the duties and responsibilities associated with the performance of the parking enforcement function.

Obviously, since 100% of ticket writing is in the field, environmental conditions greatly impact the assignment and performance of the officers and the HHD’s. Additionally, it should be recognized that the ticket writer is basically working independently in the field. Essentially, the parking ticket issuance aspect of a Parking Violation/Parking Management Information Service System (PVPMISS) is the most challenging and vulnerable component least able to deal with the potential downside problems and risks related to a problematic implementation phase of a new way of performing a critical assignment.

The Registrant Acquisition Systems and Process Adds to the Complexity and Potential for Problems

Another major component that is critically linked to the ticket-writing activity as described above are the registrant acquisition systems and processes. There are different computer applications that need to correctly process and exchange ticket-face data for registrant data. These data exchanges, particularly ones with out-of-state Motor Vehicle Departments, are pre-destined for potential problems just due to the fact of the unique plate features, characters and interpretative requirements. Thus, problems with ticket writing can clearly create the registrant data acquisition errors that result in the wrong person being billed, no person being billed, incorrect data appearing on a bill or a record, missing data on a bill or record, etc. Therefore, inaccurate data capture must be avoided. Incorrect data has very negative operational, cost, image and integrity consequences for the City. The issues of ticket writing and registrant identification just represent a portion of challenges that create a complex and often difficult impact on customer and adjudication services.

Indication of Impact

To place the ticket writing issue and challenge itself into some context, just a 3% data error rate on 90,000 tickets could produce 2,700 legitimate customer disputes directed at the City. At the simplest to understand level, incorrect information from the ticket leads to misidentification and mis-billings, and subsequently to a complaint, often negative and sometime confrontational customer service and adjudication interaction, dismissal of the ticket, lost revenue, and a lost opportunity to deter illegal parking. This also causes the City to incur costs associated with ticket processing and maintenance for essentially “uncollectible” tickets. It should be recognized that this just represents some of the costs and negative impacts related to the quality of ticket issuance.

Other reasons why the City desires a successful turnkey HHD system

1) Data Integrity/Reduction in Customer Complaints

As noted earlier in this report, on an annual basis, a certain percentage of all violations issued by Parking Enforcement Officers contain missing, illegible, invalid or wrong information. Since the HHD’s print a clear digit, accurately record date and time, do not require data entry and could be programmed to prompt all fields of required information, not only would the number of account receivable tickets increase, but also the number of violator disputes associated with questionable data would decrease. The devices will hopefully reduce the number of tickets assigned to the wrong registrant due to ticket writing and ticket data deciphering problems.

2) Access to Databases/Reduction in Customer Complaints

In addition to issues with accuracy and interpretation of data, tickets have been disputed in cases where a customer is issued a parking ticket for a Resident Parking Violation and they have a Resident Parking Permit reflected in the database, in addition there have been complaints of violations being issued to those with Senior Parking permits. HHD’s can store databases and access them to verify if a vehicle has a permit. If a vehicle has a permit, we can avoid issuing a ticket, receiving a complaint and then dismissing the ticket.

3) Towing of Additional Vehicles

Each of the HHD's can have the capability to contain a list of the current tow eligible population of violators (tow lists), and a ticket writer would radio the Traffic Bureau if a plate number on the tow list was recorded. If the devices are radio frequency capable, and a ticket is issued to a plate on the boot list a message can be automatically transmitted (without the involvement of the ticket writer) to Traffic Bureau dispatch officer and the location of the vehicle. The "hits" would then be verified by the Traffic Bureau to ensure that the tickets have not been paid since the production of the most current boot list.

Since Parking Enforcement Officers would be in effect acting as "passive spotters" of tow eligible vehicles (along with present Traffic bureau personnel), an increase in towing activity may result. The amount of increased towing is to an extent subject to logistics and resource allocation issues.

4) Meter, Signs, Signal and Field Service Applications

Hand held devices could be utilized for a variety of field service applications including meter, sign and signal inventory and repair calls. Hand held devices could be programmed to record data that can then be updated to the Meter Management System, the Sign Management System or another database indicating outage and repair data. Management and operational reports can then be generated detailing a wide range of information.

It is expected that hand held devices used for field service applications would not require radio frequency capability.

City's Orientation and Key Objectives for HHD's

With very high ticket issuance numbers, a successful low-cost efficient but responsive and effective customer service operation, and a very high collection rate with an associated revenue stream involving hundreds of thousands of dollars, the City can not and will not entertain the introduction of any new technology that can create potential risk and disruption to the levels and quality of its PVPMISS operation. For a city that is first beginning to use HHD's, it is absolutely critical for eventual success to use proven technology and to keep the ticket-writing assignment at a basic and simple level during an introductory period. The City is directly looking for the HHD that will immediately and simultaneously further enhance our operational, customer service and enforcement capabilities and effectiveness while reducing customer service and other costs and increasing revenue and improving collection rates. As noted, our Enforcement Officers already have a difficult assignment that is constantly becoming more complex. Thus, we desire to make part of their job easier and better for them, for our customers and for the achievement of parking management objectives.

Thus, the City in a similar manner to other major cities in this and other countries requires and mandates that the HHD's be ruggedized, fully tested, debugged, proven in major urban city production environments, and determined to be completely reliable for the basic, repetitive task of entering standard information and generating a parking ticket. Further, due to the large number of potential users with varying backgrounds relative to computer usage, the HHD should be designed to require an extremely minimal degree of technical dexterity for operation. Additionally, for labor force and various operational reasons including, but not limited to, weather and clothing, the city recommends a combined one (1) piece design for the issuing devise and the printing devise. The selected vendor will also be required to have a well-established, reputation that can be substantiated and documented as a subject-matter experienced vendor in providing proven HHD's for on-street parking solutions with extensive and specialized experience, knowledge, abilities and skills for parking ticket issuance enforcement and parking management applications in large urban environments. Moreover, the selection of a vendor will also be subject to the vendor's ability to substantiate and document its capabilities to provide a reliable and ready to use, at the start of the contract, turnkey HHD system (with proven products, systems and services). Additionally, as part of the IFB submission, the vendor must clearly demonstrate and substantiate its hardware, software, existing specifications, and related equipment and service ability and capabilities to avoid a development process during the initial deployment of the HHD. The City, other than providing prior to the start of the contract routine information such as violation codes, penalty amounts, and meter numbers, is not responsible for providing functional specifications and user requirements.

First and foremost, the City is responsible for the enforcement of parking regulations and customer service, adjudication and collection of parking tickets. Therefore, again, **our primary focus is on our foot-patrol labor force**, and the issue is on the complete HHD operation and systems that are most suitable and appropriate for our ticket writers, our customers and our customer service and adjudication staff. We have a diverse field workforce that are not computer technicians, and therefore, the HHD's must be designed and oriented towards that labor force. The City requires and mandates HHD's that users will find user friendly and will not cause user frustration, down-time, problematic debugging, testing, etc. Our ticket writers need tried, true, tested, proven and complete HHD system and operation. Additionally, the City can not and will not suffer loss of ticket issuance (and the resulting loss of revenue), "turn-off" of users while they test, debug, and revise software and hardware issues, and maybe just as

importantly, we do not want to add to our customer service problems by providing poor quality or erroneous tickets to our customers that produce more complaints and stress for our customer service and adjudication staff.

Vendor Provision of HHD's

The Vendor shall be responsible for providing, implementing and supporting portable data terminals, with printers (HHD's), base stations and any and all hardware, including installation and site preparation, necessary for the optimal performance of such devices (herein after referred to as 'HHD's) as a means of supplementing or replacing the current process of issuing hand written parking tickets. The 11 City of Newton Parking Enforcement Officers that will be assigned devices issue approximately 80% of the tickets issued in Newton. The City's objective for automating the ticket issuance process is to enhance the quality of the parking tickets issued by Parking Enforcement Officers and to improve the efficiency of effectiveness of the enforcement capabilities. The City may require HHD's in the future to be capable of incorporating various technologies such as wireless (radio frequency) transmission to the Vendor's host computer for selected parking ticket data and scanning of vehicle information from inspection or other stickers. In all cases, however, HHD's shall be capable of retaining parking ticket data in the device for later transmission to the Vendor's host computer system in the event of transmission interruptions should the City utilize this communication option.

The Vendor shall identify in detail how it will support this specific application with technical staff including staff that will be available to be on-site for installation, including site preparation, training, and start-up as well as on an on-going basis throughout the life of the contract entered into pursuant to this IFB. HHD support personnel shall have current industry certifications and appropriate experience to fully support all networking, hardware and software platforms utilized. Handheld support personnel shall be responsible for coordinating system modifications with City staff (as well as any paper and/or envelope suppliers utilized by the City) and contractor technical personnel, troubleshooting problems including hardware and application problems, and training City staff. The Vendor shall be responsible for ensuring accurate, automated payment process of HHD issued parking tickets via the Vendor's Lockbox processing facility and equipment. The Vendor shall provide the City with an implementation plan to ensure a smooth transition from the current manual issuance practice to hand held technology as proposed.

Equipment Requirements and Pricing

The Vendor shall be responsible for providing thirteen (13) HHD's with all required hardware, software and other equipment and services to support ticket issuance by the Newton Parking Enforcement Officers. Additional HHD's and related equipment will only be added after the City, at its sole discretion, determines that the HHD system is operating in a successful manner. The cost of the HHD system shall be reflected as a per ticket cost for HHD produced violation in contrast to reflecting a per ticket price for a manual written ticket plus a separate cost for data entry and microfilm per ticket. Other microfilm cost (storage of old microfilm) should be listed separately under an item marked microfilm price for old tickets. The City urges Vendors to refrain from setting price variances between manual and HHD produced tickets for any inappropriate reasons. The City will examine and request clarification and explanation of the pricing difference at its discretion. The HHD per ticket price will be reflected for a minimum of 2 and a maximum of 3 different HHD's to be offered as options for the City. The City will review the HHD options as part of its evaluation. Vendors should be aware that they will be liable to substantiate the price differences and should not be inclined to structure the prices for a particular HHD that it prefers.

At current deployment levels this would require approximately 11 devices in good working order on any workday. However, this number may increase as a result of hiring new parking enforcement officers, new deployment plans, or the development of new applications. The Vendor shall also provide a minimum of 2 back up devices of the above number of HHD's available on site at local office or Traffic Bureau facility, fully configured and in good working order, for back-up purposes.

Repairs and Replacement of the HHD's and Supporting Equipment

The Vendor shall provide repairs and full replacements for all hand held devices, including printer components, damaged, lost or otherwise rendered inoperative, for any reason. The Vendor shall replace devices determined by either the hardware supplier or the City to be beyond repair. Such replacement devices shall be new and shall be fully configured and operational when delivered to the City.

Transmission Cradles/Devices and Chargers

The Vendor shall be responsible for supplying sufficient cradles, chargers, docking stations or the like, to support the hand held devices. The chargers and cradles shall be connected to the minimum number of base stations to allow for optimal transmission of data and unit charging with minimal processing time.

Batteries

The Vendor shall be responsible for supplying sufficient batteries to support the hand held devices. This shall include spare batteries to allow for battery change-outs as necessary. The Vendor shall specify minimum battery life standards.

An external, charging cradle, used to charge the batteries while they are in the unit shall be provided.

Rechargeable battery packs must be able to provide power for a minimum of eight (8) hours of continuous usage in a parking enforcement environment without changing or recharging batteries

The system must have a power saver feature that, when the system is operating on batteries, automatically goes into “sleep” mode after a period of idle time, which can be specified.

Interface Capability, Communication, Connectivity, Downloading, Uploading

The Vendor shall be responsible for providing all interface and network capability between the base stations, the Vendor’s processing location(s) and the hand held devices. The system must offer the capability of direct host communication with multiple handheld units that allows for simultaneous data transfer to multiple handheld devices in a totally automated fashion via a minimum number of base stations. The system will provide the customer the capability of placing the target workstation into communications mode allowing the handheld devices to be uploaded, downloaded and charged any time without user intervention. The Vendor may be required to provide a daily, automated download routine to provide the list of seizure eligible vehicles to all hand held devices. Please refer to the section of this IFB entitled “ Tow Program” for a description of the City’s seizure program. The Vendor may also be required to provide on a routine basis as specified by the City, an automated download routine to provide, for example, a list of vehicles which have received a resident parking permit and senior parking permits in the City of Newton and possibly a stolen vehicle hot list. System performance of the hand held devices in terms of ticket issuance, response time, printing, data transmission of parking ticket data, etc, shall not be adversely affected by the download and residence of the data files listed above. The software shall incorporate auto recovery techniques in cases of communications failure. Capability for officers to complete the data transfer operation from a remote site by modem shall be provided. Units should have a PCMCIA slot that must support additional data storage and connectivity of peripheral equipment such as printers, cellular modems, or bar code readers. The PCMCIA must be easily accessible to the user of the system.

Data Export/Import

The software must be capable of creating file formats that readily facilitate and accommodate data import/export between all aspects of the parking management system and external agencies

Development of Additional Applications or Enhancements

The Vendor may also be required to develop additional applications or enhancements to the hand held system. These may include, but are not limited to, parking meter inventory data, enforcement route surveys and turnover studies, field investigations and data collection on missing signage or road conditions in the City.

Reporting Including Ad Hoc Capabilities

The HHD and system shall provide a wide variety of standard management reports, in electronic and hard copy form as specified by the City, on an individual user basis, user group basis or other basis according to the data components captured, for analysis and activity reporting. The Vendor shall provide a centralized ad hoc reporting server and database. The Vendor shall ensure that hand held and base station generated data is in a format available for ad hoc analysis at the desktop level (i.e., the data can be accessed and extrapolated by all authorized networked PC users). Issuance data shall automatically update the ad hoc reporting server and database. The database shall be accessible from any PC workstation connected to the network. The Vendor shall provide a user-friendly, operationally efficient ad hoc reporting writer and query tool, which allows users to perform ad hoc queries based on any available data fields for any date range. The query tool must allow data to be sent to a printer, file, or screen display. The Vendor shall provide a database dictionary which describes each data field in the ad hoc reporting database by listing field names and their corresponding textual descriptions.

Various report capabilities must be available from the system. By way of illustration, these reports would include an officer specific report of tickets written by location, time of day and violation type over a date range; a chronological listing of citations written by violation type, location and date range.

Security

The system must allow the creation of a profile for each individual user. This profile must specifically detail the access rights and security privileges as defined by the system administrator. At a minimum, there must be three levels of password protected user logins -- 1 for officers, 1 for supervisors and 1 for an administrator with ability to configure devices.

Access levels should include the ability to specify read only access, ability to insert records, ability to edit records, ability to delete any record, ability to delete only your records, and no delete capabilities whatsoever. The system must also provide a complete audit trail of every modification or transaction executed by a particular user.

Ticket Information to be Captured by HHD (to include but not limited to)

The following basic information will be stored in the handheld device:

Unique ticket number (mod formulation to be determined by City)
Issue date (automatic entry)
Issue time (s) (time of issuance via automatic entry)
State
Registration number and/or VIN#
Plate Color
Plate Type
Vehicle Make
Vehicle Color
Vehicle Type
Location
Parking meter number
Route
Division (automatic entry)
Zone (15min, 30min, 1hr, etc.)
Issuing Officer Name (automatic entry)
Issuing Officer Badge Number (automatic entry)
Violation Identification Code and Phrase (s) with possible additional description
Fine Amount
Officer Notes

HHD Capabilities for Turnkey System (to include but not limited to)

Extensive scrollable comments/history field. The software shall be capable of recording information on infractions and printing of Parking Tickets and other data as required. Use of system/login information to auto-fill fields such as Date, Time, User ID /Officer number, routes, initials, etc. Simple prompts to enable officer to enter ticket information. Data entry should be intuitive and at no time during citation entry must the officer memorize codes for data entry; all entries must be selectable from a list or menu and follow a logical system flow. Use of alpha-numeric search for look-up and selection. Include means of tracking vehicles in a Timed Zone (and advise officers of vehicles in violation). The application must keep track of the original time the vehicle is 'timed' and record it on the ticket. Ability to download scofflaw information to handheld citation units and link/identify a vehicle as a seizure eligible scofflaw. Ability to automatically search databases containing plate numbers, then instantly alert the officer to habitual offenders. The appropriate message is displayed on the screen allowing the officer to take immediate action by notifying the Traffic Bureau for towing or other special handling. The message may also be audible, alerting the officer to the vehicle's scofflaw status. Ability to download Resident Permits, Senior Citizen Permits, and associated vehicle registrations. System shall be capable of linking vehicle registrations to permit numbers. Ability to search databases containing newly expired or issued parking permits. Listing of all prior citations and ability to display any previous citations within a given time range, such as 24hrs, 72hrs, 5 days, etc. Allowing additional descriptive information to be entered for qualifying the "Location" field. Allowing manual data entry to supplement the selection in some fields. A selection made in a primary field such as an Offense to trigger automatic updating of dependent fields (e.g. meter violations require meter numbers). Ability to change the status of a citation including an auditable void function and reason for void, however, this will be ID dependent. Ability to track all changes and adjustments made to a record to a specific individual, date and time. Be able to restrict full data edit and delete capabilities only to authorized individuals. Ability to scan bar codes or RFID tags for Resident Permits, and Senior Citizen Permits. Ability to transmit by Radio Frequency any of the data captured by the HHD's. The software must allow the supervisors to select whether the license plate must be entered twice in the field for confirmation and reduction in data entry errors. Where plate number is not available, providing alphanumeric fields for (VIN #) information. Provide an area for recording comments (public/private). User confirmation prior to printing. Ability to change the data entered into the hand-held device before printing. OCR and/or Barcode printing of the ticket number. OCR and/or Barcode payment processing of hand-held device produced tickets. Ability to reprint any ticket or data. Ability for the user to record that a ticket was issued but was not served.

Other Requirements

Software

The software must conform with the City's system specifications for the location. The software must conform with the City's system specifications for the Parking Enforcement Log-In-Table. The software must conform with the City's system specifications for the Meter Number Table.

Physical/Environmental Characteristics

The unit must be capable of being stored without damage within the temperature range of -40 to 120 degrees F. Handheld device must be lightweight. (including batteries) to avoid user fatigue. It must be possible for the average person to hold the system unit easily in one hand for extended periods of time. The handheld device must be waterproof and dustproof and capable of withstanding repeated drops to concrete from a height of 3 feet.

Processor & Memory

The handheld device at a minimum must have sufficient Static RAM memory.
Unit must have the ability to be upgradeable.
The system processor must function with sufficient MHz.

Operating System

Standard operating system such as MS-DOS, WINDOWS, Win CE or Palm OS.

Keyboard/Screen

Proposed machines will be evaluated for interface quality. While it is not possible at present to define quantitative specifications for these characteristics, they are of substantial importance to the usability of the product. In particular, the interface must encourage efficient navigation within the application.

It must be possible to utilize the interface while wearing winter gloves in cold weather, without inadvertently hitting any other key.

Interface must offer tactile and/or audible feedback.

The display screen must be a backlit, shock-resistant, liquid crystal screen and support at least 160X160 pixels with a backlit display with adjustable font sizes. Displays should provide crisp characters that are easy to read. Display should not reflect glare from overhead lighting or other light sources. The display must be non-fatiguing so that it can be used for an extended period of time without eye discomfort to the operator. Where applicable multiple Enter/Return Keys for ergonomic/left handed users.

Printer

Unit must permit the use of an integrated printer that physically may be part of a one piece HHD.

The printer must be fully compatible with the handheld device and the Parking Enforcement Software.

The unit must be capable of being stored without damage within the temperature range of -40 to 120 degrees F.

The print head, connectors, and electronics must be sealed to protect against moisture.

The printer must be unaffected by humidity. Printer must be capable of printing in the rain.

The field printer must be capable of printing an official looking form.

The printer must be capable of printing enlarged, emphasized, and condensed characters; sideways and upside down fonts; and programmable graphics.

The printer must be able to print machine-scannable bar codes and other characters, such as OCR.

The print speed must be such that an 8-inch form can be printed in 20 seconds or less.

The image printed onto the form must remain legible and not smear when the form becomes wet.

Ability to print on coated/waterproof paper.

Tickets/Printer Supplies

Providing all paper and envelopes and any other supplies to render hand held devices fully operational for the duration of the contract entered into pursuant to this IFB. A waterproof envelope, used by the public to remit payment or to send a dispute, will accompany all issued violations. Envelopes will be of a color and size specified by the City. The envelopes will include an address to a Post Office Box with barcode, an area for a return address and an area for a postage stamp.

Training

Provide an appropriate amount of on-site training for employees at time of implementation.

Offer follow-up training 10-12 weeks after software installation.

Provide on-site ongoing refresher training at intervals determined by the City.

Provide skill/user specific-training for new-hire Parking Enforcement Officers, existing officers, supervisors, and City administrators.

Maintenance Contract

It must be possible to have access to a staffed Help Desk Call Center to report a problem from 6:00 am to 7:00 pm Eastern Standard Time, 7 days a week (this time is subject to change if the hours of enforcement are changed). Turn around time of 48 hours for replacement equipment if repair is longer; new and fully configured HHD's ready for service upon receipt. Maximum response time of four hours for support calls placed by 7:00 pm EST.

Software upgrades. Schedule for preventative maintenance by manufacturer or certified technician (minimum twice yearly).

Warranty

A standard 12 month warranty must be available covering Parts and Labor for all hardware and software being proposed. Vendor will pay shipping charges on all hardware and software covered by the warranty.

Documentation

A pre-installation visit should be used to determine requirements for implementation and training. The results of this visit should be used to provide an accurate timetable for total implementation in terms of time, cost, and other variables

List what handheld devices can currently run vendor's parking enforcement software.

The following documentation must be available at the time of delivery/contract execution:

Technical reference manual, which describes in detail all of the hardware. The manual must include a general description of major components of the system. The technical manuals must be published by the original equipment manufacturer. Any third party components must also be documented to the same level of detail and included as appendices in the technical manual. The manual must be available in English

A minimum of two operator/user manuals which consists of at least the following:

User and reference materials for all hardware/software options.

Documentation for power and environmental requirements.

Reference manuals for diagnostics and power-on self-test.

Complete installation instructions and configuration description.

Complete preparation and packaging instructions for shipping and transport.

Technical Support & Development

Providing on-going technical support and problem solving as needed throughout the life of this contract.

Environmental Issues at the City Traffic Bureau

The Vendor will be responsible for site preparation including working to install, at a minimum, networking communications, base stations, docking stations, report printers, electrical power supply and surge protection, coolant units, etc. Base stations/docking stations shall be fully functional when installed and require minimal training, for City staff to maintain and operate. The Vendor shall be on-site for daily uploads/downloads and charging as required to ensure optimal system performance.

END OF SECTION

ATTACHMENT A

This is the one the City of Newton chose to use for the 2007-2010 contract

PARKING VIOLATION	
AUTHORIZATION AND WAIVER PLEASE CAREFULLY READ THE FOLLOWING	
✓ CHECK ONE	
<input type="checkbox"/> I plead GUILTY to this charge:	
Option 1: Place payment and ticket inside an envelope and return via mail to City Hall, Collections Division, 43 Broadway, Newport RI 02840. Make checks payable to: City of Newport. Please write ticket number and registration number on check.	
Option 2: Payment can be delivered to City Hall Collections Division on weekdays from 8:30 AM to 4:00 PM. On nights and weekends, payment can be delivered to Newport Police Department, 120 Broadway.	
Option 3: To pay via the internet please visit: www.parkingticketpayment.com/newport	
<input type="checkbox"/> I plead NOT GUILTY to this charge and wish to have a Municipal Court hearing. Mail this ticket and a piece of paper containing the following: your name, address, operator's license number, state, date of birth, and phone number to City of Newport, Collections Division, 43 Broadway, Newport RI 02840. Briefly specify the reason you are pleading not guilty. Return within 10 days. A timely request for a hearing prevents the fine from doubling.	
<input type="checkbox"/> I feel this ticket was issued IN ERROR :	
Option 1: You may request an initial review of this citation within 10 days from the date of issuance. Please provide your reason(s) for review of this ticket and include your name, address, daytime phone number, and a copy of this ticket. Only send copies of your documentation because the paperwork will not be returned to you. You will be notified by mail of the outcome of the review. Do not send payment or the original ticket at this time. Mail to: Parking Violation Review, 120 Broadway, Newport RI 02840.	
Option 2: Please visit www.cityofnewport.com/tickets.aspx	
SIGNATURE _____	
DATE _____	
REV. 07/07	
PARKING VIOLATION	

PARKING VIOLATION			
CITY OF NEWPORT, RI POLICE DEPARTMENT			
TICKET NUMBER		ISSUE DATE / TIME	
STATE	REG. TYPE	PLATE COLOR	REG. NO.
VEHICLE MAKE		VEHICLE COLOR	VEHICLE TYPE
VIOLATION	VIOLATION DESCRIPTION		
LOCATION / SITE			
NOTES OR COMMENTS			
ORIGINAL FINE		NOTICE: Parking fines DOUBLE after 30 days from the date of issuance. If not paid, Under provisions of Rhode Island General Laws, [31-3-5], re-registration of your vehicle may be denied for failure to pay parking fines. For additional information- www.cityofnewport.com	
BADGE NO.		OFFICER NAME	
OFFICER SIGNATURE			
REV. 01/06			
PARKING VIOLATION			